



DIRTY DOUGH® COOKIES

FRANCHISE DISCLOSURE DOCUMENT



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Dirty Dough Franchising LLC
a Utah limited liability company
632 N. 2000 W. Unit 110
Lindon, Utah 84042
www.dirtydoughcookies.com
franchising@dirtydoughcookies.com
801-420-0215

As a Dirty Dough® Cookies franchisee, you will operate a cookie and other dessert business.

The total investment necessary to begin operation of a brick and mortar Dirty Dough® Cookies franchised business is \$161,600 to \$427,900. This includes the \$55,500 to \$59,000 that must be paid to the franchisor or its affiliates. You also have the opportunity to enter into an area development agreement. The total investment necessary to begin operation of an area development agreement for a suggested minimum of five units is \$733,000 to \$2,064,500. This includes the \$202,500 to \$220,000 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a Dirty Dough® Cookies mobile trailer unit franchise is \$122,487 to \$147,650. This includes the \$117,750 to \$132,750 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 this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Jill Summerhays at jill@dirtydoughcookies.com and 801-856-2101.

The terms of your contract will govern your franchise relationship. Don't rely on this disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this document to an advisor, like an attorney 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 be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 17, 2023.



How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit “D.”
How much will I need to invest?	Items 5 and 6 list fees that 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 “C” 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 Dirty Dough® Cookies 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 Dirty Dough® Cookies franchisee?	Item 20 or Exhibit “D” 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 “F.”

Your state may also 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 Salt Lake City, Utah. 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 Salt Lake City, Utah than in your own state.
- 2. Minimum Sales Requirement.** You must meet minimum sales requirements. If you fail to do so, the franchisor could terminate your franchise agreement and you could lose your investment.
- 3. Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide the services and support to you.

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.



**STATE REGULATIONS
FOR THE STATE OF MICHIGAN**

**(THE FOLLOWING APPLIES TO TRANSACTIONS COVERED BY
THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)**

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 under a franchise:

1. A prohibition on the right of a franchisee to join an association of franchisees.
2. A requirement that a franchisee assent to a release, assignment notation, 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.
3. A provision that permits a franchisor to terminate a franchise before 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 failure after being given written notice thereof and a reasonable opportunity, which in no event need to be more than 30 days, to cure failure.
4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area after 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.
5. 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.
6. 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.
7. 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:



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

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

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

d. 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.

8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchisor 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).

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

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 may be directed to the following address:

Michigan Attorney General's Office
Consumer Protection Division
525 W. Ottawa Street
Lansing, MI 48909
Telephone: (517) 373-7117



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RECEIPTS



FRANCHISE DISCLOSURE DOCUMENT

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor

The name of the franchisor is Dirty Dough Franchising LLC. In this disclosure document Dirty Dough Franchising LLC is referred to as “we” or “us” or “our” or “Dirty Dough Cookies”; “franchisee,” “you” or “yours” means the person or persons, individually and collectively, who buys the franchise from us and includes the current and future owners of a franchisee that is a corporation, partnership or other entity.

Our limited liability company was organized on September 10, 2021, in the State of Utah under the name Dirty Dough Franchising LLC. Our principal place of business is 632 N. 2000 W. Unit 110, Lindon, Utah 84042.

Our agents for service of process in various states are disclosed in Exhibit “E.”

Franchisor’s Business Activities

We do not operate a business similar to the one you will operate. We do not do business under any name other than Dirty Dough Franchising LLC or Dirty Dough® Cookies.

As of the date of this disclosure document, we have not offered for sale or sold franchises in any other line of business. We began offering and selling franchises under the Dirty Dough Cookies brand in October 2021.

Parent, Affiliate, and/or Predecessor Business Activities Involving Dirty Dough® Cookies

Our affiliate Dirty Dough LLC was formed on November 1, 2018, in the state of Arizona. Its principal place of business is 1537 W. Broadway Rd., Tempe, Arizona 85282. This affiliate owns the Dirty Dough® Cookies intellectual property and licenses it back to us. From 2018 until it sold the location to a franchisee in 2022, this affiliate owned the Tempe, Arizona Dirty Dough® Cookies location. This affiliate has not offered or sold franchises in this or any other line of business.

Our affiliate Dirty Dough Production LLC was formed on September 10, 2021, in the state of Utah. Its principal place of business is 632 N. 2000 W. Unit 110, Lindon, Utah 84042. This affiliate will provide cookie dough and may provide additional other branded products and services to the franchisees. This affiliate does not conduct a business similar to the one you will operate and has not offered or sold franchises in this or any other line of business.

Our affiliate Dirty Dough Corporate Franchising LLC was formed on January 24, 2022, in the state of Utah. Its principal place of business is 632 N. 2000 W. Unit 110, Lindon, Utah 84042. It offers and sells Dirty Dough® Cookies franchises under a different franchise model and has since March 2022.

We have no parents or predecessors, or other affiliate to be disclosed at this time.

Franchise Offered

We license and train others to operate Dirty Dough® Cookies businesses. A Dirty Dough® Cookies business is a cookie and other dessert business offered as a standard franchise unit (brick and mortar location) or as a mobile trailer unit. The grant of a Dirty Dough® Cookies franchise authorizes you to engage in our complete system under the name Dirty Dough® Cookies and other proprietary marks. The franchise agreements for the different types of franchises are the same



except for certain initial fees (see Item 5) and you must sign an addendum for the mobile trailer franchise.

You are required to purchase and carry specific materials, supplies and equipment and to strictly follow our standards, methods, policies and procedures in the operation of your franchise business that are described in more detail in our franchise agreement attached as Exhibit “A” to this disclosure document.

Area Development Agreement

You also may enter into an area development agreement with us for the development of additional franchise units (see Exhibit “G”). The size of the development area, the number of units to be developed, and the development schedule are negotiable, although we suggest a 5-unit minimum. You will be required to sign our then-current franchise agreement for each unit as developed, which terms may differ from the current franchise agreement included with this FDD. Unless specifically stated otherwise, the disclosures for an area development are the same as for a single unit.

General Description of Market and Competition

The general market for cookie and other dessert businesses is well-developed and competitive. You will typically compete with other established businesses operating cookie and other dessert businesses. There are many of these competitors from large national chains to small independent operators. You may also encounter competition from other Dirty Dough® Cookies franchises operated by us or other franchisees outside your territory.

Laws and Regulations

You are required to follow all laws and regulations that apply to business generally.

In addition to laws and regulations that apply to businesses generally, your business is subject to federal, state, and local health and consumer protection laws and other regulations and guidelines governing the food service industry. The Food and Drug Administration, the United States Department of Agriculture and food industry organizations, including the National Restaurants Association, have established rules affecting this industry. To operate your franchise, you or one of your employees must have a current Food Handlers license. Some states required a manager to have a Food Safety Manager Certification.

You must investigate local zoning rules because they may limit where you can locate your franchise business and may affect the design features including the building façade and signs. In many jurisdictions, you will also be required to obtain a sign permit. You should also be aware of federal, state, and local environmental laws about the disposal of waste materials and packaging.

The details of state, county and local laws and regulations vary from place to place. It is your responsibility to research these matters. Please be aware that the changes in these laws may increase the cost to operate your business. You are solely responsible to determine what local or state regulations, permits and licenses you will need to comply with and/or obtain to conduct the franchise business in a particular state, city, or town.

**ITEM 2
BUSINESS EXPERIENCE**

NAME	COMPANY NAME AND LOCATION	POSITION	FROM
Jill Summerhays	Dirty Dough Corporate Franchising LLC	CEO	December 2021 – Present



	Totally Nutz, LLC, St. George, Utah	CEO	November 2015 – December 2021
	Maui Wowi Scottsdale, Arizona	Founder	January 1985 - Present
Bennett Maxwell	Dirty Dough Corporate Franchising LLC	Owner	January 2022 – Present
	Dirty Dough Franchising, LLC, Pleasant Grove, Utah	Owner	December 2020 – Present
	Dirty Dough LLC, Tempe, Arizona	Owner	December 2020 – Present
	B Maxwell Enterprises, Orem, Utah (Direct Sales)	President	June 2015 to June 2021

ITEM 3 LITIGATION

Crumb LLC *et al* v. Dirty Dough LLC, Case Number 2:22-cv-00318-DBP, filed May 10, 2022, in the United States District Court for the Central District of Utah, Central Division. The lawsuit involves claims by Crumb, a competitor of ours, of trade dress infringement, unfair competition, unfair designation of origin, deceptive trade practice, and unjust enrichment. Plaintiffs are seeking an injunction against defendant. On or about April 4, 2023, Dirty Dough LLC, filed a Motion for Leave to File Counterclaim. No action or ruling has been made on this case or the Motion for Leave to File Counterclaim as of the issuance date.

Other than described above, no litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Franchise Fee

You may purchase either a standard franchise unit, or a mobile trailer unit. The purchase of a mobile trailer unit is not dependent on purchasing a standard franchise unit. On the signing of the franchise agreement for a standard franchise unit, all franchisees pay an initial franchise fee of \$49,500; and on signing the franchise agreement with an addendum for a mobile trailer unit, all franchisees pay an initial franchise fee of \$29,500. Current Dirty Dough® Cookies franchisees in good standing will pay an initial franchise fee of \$20,500 for the mobile trailer unit. The initial franchise fee is payable in a lump sum upon signing the franchise agreement. We may choose to offer a negotiated discount to the initial franchise fee for our initial franchisees, friends, and family members.

Additional Franchise Purchases

During the term of your franchise, you may purchase additional franchises (not as part of an area development agreement) for the reduced franchise fee of \$5,000 per franchise unit from the prior initial fee price to a floor of \$34,500 per unit, and you must sign the then-current franchise agreement. This option will only be available to you if there are franchise territories available, you



meet our then-current criteria for new franchisees, you are current and not in default of your franchise agreement, and, in our sole discretion, we determine to sell you another franchise. By way of example, you purchase your first unit for \$44,500, your second unit will be \$39,500, and your third unit will be \$34,500.

The initial franchise fee for your second and each subsequent mobile trailer unit shall be reduced to \$5,000 per mobile trailer unit. This option is available to you if you are current and not in default of any franchise agreement with us and you sign our then-current agreement or addendum related to mobile trailer units.

Deposit Agreement

You may sign a deposit agreement (Exhibit "H") to reserve your franchise for up to 14 days. The non-refundable deposit fee is \$2,500 for a standard franchise, which is applied to the initial franchise fee if you purchase a franchise. This option is available only after you have had this disclosure document for at least 14 calendar days or 10 business days as applicable.

Required Purchases from the Franchisor or an Affiliate

All franchisees are required to purchase the cookie dough and toppings from our affiliate Dirty Dough Productions LLC. The initial opening purchase for standard unit franchisees will range from \$5,000 to \$16,000 and for mobile unit franchisees from \$2,500 to \$7,500.

For mobile trailer units, you must purchase a non-motorized trailer package from us after you sign the franchise agreement and prior to opening. The price of the trailer package will range from \$85,000 to \$95,000.

Initial Training

You are required to pay an initial training fee of \$500 to us for standard I franchise units, and \$750 to us for mobile trailer units. All initial training fees are due and payable 45 days prior to your franchise business opening. You will also be responsible to cover the cost of travel, food, and lodging for up to 4 attendees to attend the initial training.

Opening Assistance

We provide you with at least 1 of our representatives to assist you between 1 and 3 days depending on need as determined solely by Dirty Dough of opening assistance during your soft opening. The number of days depends on the size of the market. There is no opening assistance fee, and we will cover the costs for travel, food, and lodging for our representatives. If you reschedule this training within 14 days of the scheduled date, you will be charged a \$500 rescheduling fee.

Area Development Agreement

If you enter into an area development agreement, you must pay a non-refundable area development fee that is set according to the number of units to be developed. If you develop the suggested minimum of five or more, the initial franchise fee for the first unit is reduced to \$44,500, and each additional franchise unit is reduced by \$5,000 to a floor of \$24,500. If you develop fewer than 5 units, the initial franchise fee is \$49,500, and each additional franchise unit is reduced by \$5,000 to a floor of \$34,500.

The area development fee is the full initial franchise fee for up to the first 5 units to be developed. If you choose to develop more than 5 franchise units, you will pay an additional \$15,000 deposit for each additional unit to be developed. The \$15,000 per unit fee will be credited towards the initial franchise fee of each franchise as developed, and you will pay the remaining initial franchise fee for each unit (starting with unit number 6) prior to signing a lease for the unit.



For each unit developed, you must sign the then-current franchise agreement. Mobile trailer units are not included as part of the area development agreement offering and do not count towards any development obligations.

Uniformity and Refunds

Unless otherwise described above, these costs and fees are uniform and are non-refundable for all franchisees as described above and payable in a lump sum at the time of signing/prior to training/at the time of ordering.

**ITEM 6
OTHER FEES**

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty ¹	7% of gross sales	Payable weekly (Monday) on the prior week's gross sales	Gross sales include all revenue from the franchise business but do not include sales tax. We require royalties to be paid in accordance with our electronic funds transfer or automatic withdrawal program as developed.
Advertising Fund Fee ^{1,3}	3% of gross sales	Payable weekly (Monday) on the prior week's gross sales	See Note 3 below.
Territory Adjustment Fee ¹	\$2,500	Prior to adjustment	In the event you want to expand or move your territory, you must pay this fee. In the case of a relocation of your premises with this territory adjustment, you must pay the relocation fee in addition.
Successor Franchise Fee ¹	\$2,500	Prior to your entering into a successor franchise agreement	A successor franchise agreement is available to you only if you meet each of the requirements described in the franchise agreement at the time your election to enter into a successor agreement must be made.
Site Approval Fee ¹	\$500	Upon submission of first site approval request.	Payable for us to approve of your proposed site. This is a one-time fee to approve your initial franchise business location and not a per-site review fee.
Relocation Fee ¹	\$5,000	At the time we approve of the relocation	If you wish to relocate your business and we agree, you must pay this fee to us in order to defray our costs associated with updating documentation, reviewing new sites, and editing our website and promotional materials.
Late Charges ¹	\$25 per day (up to \$500 per month, per late fee)	Payable with royalty or on demand	Charges begin to accrue after the due date of any required payment or report.
Interest on Late Fees and Reports ¹	18% interest or maximum rate permitted by	Payable with royalty or on demand	Interest begins to accrue on the total amount (fee plus any late charge) after the



	state law, whichever is less		due date of any required payment or report.
Non-Sufficient Fund Fees ¹	\$50 per bounced check or insufficient or disputed draft	Payable with royalty or on demand	Or maximum allowed by state law (see state specific addendum).
Sales or Use Tax ¹	Sum equal to tax imposed	Upon demand	If a sales, use, or value added tax is assessed on fees you pay to us, you must also pay us the applicable tax when invoiced.
Audit Charge ¹	Cost of audit	On billing	Payable only if an audit shows an understatement of 2% or more of gross sales for the time period audited, or records are unorganized or unavailable.
System Non-Compliance Fines and Charges ^{1,2,4}	Amounts to be specified in our manuals, currently ranging between \$50-\$500	As incurred	See Note 6.
Initial Training Fee ¹	\$500 for standard units \$750 for mobile trailer units	45 days prior to opening your franchise business	You must complete our training program at least 15 days prior to opening your franchise business.
Replacement Training ¹	\$250 per person/per day	In advance of training or assistance	Any new Operating Principal or managers must complete the initial training program within 14 days of hire.
Refresher Training ¹	\$250 per day per person	In advance of training or assistance	After operating your franchise for 6 months, we require you and your manager to attend additional training for 2 days at our headquarters or such other location as we determine.
Annual Manager Training ¹	\$250 per person/per day	In advance of training or assistance	You may be obligated to meet with our representatives to discuss your operations and financial performance each calendar year.
Additional In-Person Training ¹	\$250 per day per person	Upon billing	Depending on advanced notice and our availability, you may request additional in-person training. In such case, you will also be required to pay all the travel, lodging, food, and other expenses of your attendees or our representatives during this additional training. We reserve the right to limit additional in-person training. We can require you to attend refresher training classes if you do not pass our inspections or otherwise determined by us in our sole discretion.
Opening Assistance	\$500	On demand	Charged if you reschedule the opening assistance with less than 14 days' notice to us.



Rescheduling Fee ¹			
Insurance Reimbursement Fee ¹	Reimbursement of premium amount, plus \$500 per hour	Upon demand	You are required to hold and maintain your own insurance, but in the event you fail to do so, we have the right to obtain insurance on your behalf, and you are required to reimburse us the premium payments, plus an administration fee.
PCI and DSS Audit Reimbursement Fee ¹	Costs of the audit	Upon demand	You must reimburse us all costs related to an audit for your non-compliance with PCI and DSS requirements.
Technology Fee ¹	To be determined	Payable with royalty or on demand	There is currently no technology fee, but we reserve the right to charge one in the future for use of our email, cloud-based services, technology company support of firewall and POS system, social media account management, and other technology expenses.
Conference or Seminar Fee ¹	Determined at time of conference or seminar	At time of registering for the conference or seminar	You will also be required to pay all travel, lodging, food, and other expenses for each of your attendees. Your operating principal may be required to attend.
Customer Complaint Resolution Fee ¹	Amount paid to customer, plus \$100 per instance	Upon demand	Payable if we step in to resolve any customer dispute with you or the franchise business.
Customer Relation Management ("CRM") Software ¹	\$149 to \$225 per month	Payable with royalty or on demand	We currently administer the CRM program; this fee may increase.
Technology Fee	\$149 to \$300 per month	Payable with royalty or on demand	This fee is for use of our designated technology suite and will be updated periodically in our manuals to account for increased costs and new technologies, if applicable.
Compliance Re-inspection Fee ¹	\$250	Upon billing after inspection	Payable if you fail any inspection and we determine a need to conduct a re-inspection for compliance. You will also be required to pay all travel, lodging, food, and other expenses for our representatives.
Interim Management Fee ¹	\$250 per person, per day	On demand, as incurred	Payable if we elect to operate your business during your unapproved closing, unapproved absence, incapacity, death, or after you have been given a notice of default and failed to cure. You must also pay all travel, lodging, food, and other expenses for our representative(s) and other expenses that may be incurred by us to perform such services, plus royalties, advertising fees, and other applicable fees.



Supplier Evaluation Fee ¹	Expenses and costs of evaluation	The amount of our expenses is due within 30 days of evaluation.	Payable if you want to have unapproved suppliers evaluated for our approval.
Additional Copies of Marketing Materials ¹	Our costs, plus 20%, and the costs for shipping and handling	Time of delivery	We may develop and provide you samples of marketing and promotional materials. You will receive one copy of marketing and promotional materials at no cost to you, other than shipping and handling.
Fees on Default ^{1,2}	Our costs associated with your default	On demand, as incurred	Paid in addition to other payments to us
Post-Termination De-identification Non-Compliance Fee ^{1,5}	\$100 per day or \$1,500 total, whichever is more	Upon demand	See Note 6 below.
Customer Complaint Resolution Fee ¹	Amount paid to customer, plus \$100 per instance	On demand	In the event we are required to step in and resolve a customer complaint, you will reimburse us for the actual amount paid to the customer, plus a fee to us
Customer Gift Card Reimbursement Fee ¹	Amount of unredeemed customer gift cards and gift certificates purchased from you	As incurred and upon demand	Upon termination or transfer, you must reimburse us the amount of unredeemed customer gift cards and gift certificates purchased from you. Subject to state law.
Post-Termination Fees ¹	Varies	As incurred	You will be responsible to pay us any post-termination expenses, including attorney's fees and costs to enforce your post-term obligations. This is in addition to the post-termination deidentification non-compliance fee.
Early Termination Liquidated Damages ¹	Average royalty from the previous 12 months multiplied by the lesser of 30 months or the remaining term of your franchise agreement	Upon termination	Payable if your franchise agreement is terminated prior to the expiration of the term. This is only to compensate for lost royalties and is not our only remedy.
Franchise Agreement Transfer Fee ¹	\$2,500	At time of approved transfer	Payable when you sell your franchise and prior to our signing any approval or new agreement. If you sell only a non-controlling and minority interest in your entity, then there is no transfer fee, but you are required to cover our costs associated with the transfer. However, all



			guarantors will remain guarantors unless otherwise released by us.
Minority Interest Transfer Fee ¹	Our legal fees and administrative costs related to the transfer	On demand	This fee applies to transfers of up to 40% of your franchisee entity – cumulative during the term of the franchise agreement. All guarantors will remain guarantors unless otherwise released by us. Subject to state law.
Transfer Training Fee ¹	\$1,500	At time of approved transfer	You or the transferee must pay this initial training fee to have us train the transferee.
Area Development Agreement Transfer Fees ¹	\$75000	At the time of approved transfer	The fee includes the transfer of undeveloped units; transferred developed units will incur the franchise agreement transfer fee. Payable when you sell your area development agreement and prior to our signing any approval or new agreement with the transferee.
Indemnification ^{1,2}	Varies	As incurred or on demand	
Non-Compete Violations ^{1,6}	\$500 per day for each competing business, plus our then-current royalty rate for all gross sales from the competing businesses	Upon demand	This fee is applied if you violate the non-compete covenants in the franchise agreement or any related agreements or if you use our system without our express written permission or approval. This is not our only remedy and does not represent a price for the privilege to compete.
Dispute Resolution Fees ¹	Varies	As incurred or on demand	You are required to pay half of the mediation or arbitration fees. Additionally, the prevailing party will be entitled to reimbursement of its legal fees and expenses.

NOTES

¹ Royalty and Fees. Except as shown in the remarks column, all fees are uniformly imposed and payable to us. All fees payable to us or an affiliate are non-refundable. You should verify with third-party payees whether such payments, deposits, or fees are refundable or not. If a sales or similar tax is assessed on the royalties or marketing fees, you may be required to pay us or the taxing authority the amount of this tax.

We have the right to require you to establish a bank sweep, draft or other similar type of electronic funds transfer (“EFT”) account in which you must deposit the gross sales of your outlet (not including local sales & use taxes) which account we may automatically access for any payment due us. You cannot close or terminate any EFT account without receiving our prior written consent. If you fail to timely report gross sales, we may sweep an estimated amount of fees due to us. You must pay all service charges and fees charged to you by your bank so that we may electronically debit your bank account. You will be responsible to pay us any amount owing if we underestimate your payment to us, and we will credit you with any overage that we charge. If you enter into an Area Development Agreement or open multiple units, these fees will apply, respectively, to each separate unit.



² Indemnification. You must defend, indemnify, and hold us harmless from any and against any and all losses, liabilities, damages, costs and expenses, including our attorney's fees arising out of or related to, or in any way connected with you or your acts, errors or omissions in the operation of your franchise business or your franchise business generally, and including any allegation that you are our employee, or that we are a joint employer or otherwise responsible for the acts or omissions relating to your employees, and other laws regarding public accommodations for persons with disabilities. You are not required to indemnify us for liability caused by our willful misconduct or gross negligence.

³ Advertising Fees. The Advertising Fund fee may be used by us for one or more national or regional marketing and brand development programs, as we choose. We require royalties to be paid in accordance with our electronic funds transfer or automatic withdrawal program as developed. These fees are uniformly imposed. In addition to the advertising fund, it is strongly recommended that you spend a minimum of \$1,000 per month on advertising your franchise business locally. We may change this recommendation to a requirement and increase the amount upon 60 days' written notice to you.

⁴ System Non-Compliance. We may issue you a fine for certain violations of the franchise agreement and/or manuals. The amount of the fine will be set forth in the manuals and are paid to us to reimburse us for our administrative and management costs for us to address the violation. If you do not correct the violation within the time required by us, we have the right to put you in default. All fines are to be paid in accordance with our electronic funds transfer or automatic withdraw program.

⁵ Post-Termination De-Identification Non-Compliance Fee. In the event you fail to comply promptly with any of your post termination de-identification obligations: (a) you must pay us \$100 for each day that you are in default or \$1,500, whichever is greater, as a reasonable estimate of the damages suffered by us; and (b) to prevent further injury, we may hire a third-party or use our own personnel to de-identify your unit and/or to carry out any other obligations on your behalf, for which costs you will be responsible. This post-termination fee obligation will not affect our right to obtain appropriate injunctive relief and other remedies to enforce the franchise agreement and your obligations.

⁶ Liquidated Damages for Breach of Non-Competition. This fee is applied if you violate the non-compete covenants in the franchise agreement or any related agreements, or if you use our system without our express written permission or approval. This fee is not our only remedy, does not represent a price for the privilege of not performing, nor does the payment represent an alternative manner of performance.

⁷ Fee Increases. Unless otherwise stated in this disclosure document, if a fee is subject to change by us rather than by a third party, the increase will not be more than the equivalent of 15% per year during the term of your franchise agreement to adjust to increased costs. Costs charged by third parties are subject to change at any time and do not have an annual cap. In addition, as new technologies are developed, we may implement such technologies into Our System and there may be a required fee associated.

**ITEM 7
ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT
STANDARD FRANCHISE UNIT**

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee ¹	\$49,500	\$49,500	Lump Sum	At signing franchise agreement	Us
Initial training fee ²	\$500	\$500	Lump Sum	45 days prior to scheduled opening	Us
Initial training expenses ²	\$0	\$3,500	As incurred	Prior to and during training	Airlines, hotels and restaurants
Equipment, fixtures and décor ³	\$60,000	\$98,000	As incurred	As negotiated	Suppliers
POS system, hardware, and software ⁴	\$1,300	\$3,000	As incurred	As negotiated	Suppliers
Camera system ⁵	\$800	\$4,900	As incurred	As negotiated	Suppliers
Signs ⁶	\$6,000	\$28,000	As incurred	Before opening	Suppliers
Grand opening marketing and promotion ⁷	\$3,000	\$4,000	As incurred	As negotiated	Suppliers
Site review fee ⁸	\$500	\$500	Lump Sum	With submission of your initial location	Us
Real estate improvements ⁹	\$25,000	\$150,000	As incurred	As negotiated	Suppliers and contractors
3-Months of lease payments ¹⁰	\$2,500	\$21,000	As incurred	As negotiated	Landlord
Lease deposit ¹⁰	\$1,500	\$8,000	As incurred	As negotiated	Landlord
Architectural/Engineering Fees ¹¹	\$4,500	\$14,000	As incurred	As negotiated	Contractors
Initial order of cookie dough and toppings ¹²	\$2,000	\$25,000	Lump sum	30 days prior to scheduled opening	Us
Opening inventory ¹³	\$2,500	\$5,000	As incurred	As negotiated	Suppliers
Miscellaneous opening costs ¹⁴	\$500	\$3,000	As incurred	As incurred	Suppliers, government departments, utilities, etc.
Additional funds ¹⁵	\$1,500	\$10,000	As incurred	As incurred	Suppliers, employees, etc.
*TOTAL¹⁶	\$161,600	\$427,900			

NOTES:

¹ Initial Franchise Fee. The initial franchise fee is non-refundable, and we do not finance any portion of the fee. If you are an honorably discharged veteran of the United States military, we offer a 10%



discount off of the initial franchise fee for the first franchise unit. Veteran ID cards, a DD-214, and other documentation will be required to provide proof of honorable discharged status.

² Initial Training Fee and Expenses. You must pay an initial training fee to us at the time you sign the franchise agreement. We estimate that you will have approximately 2 people attend training. These costs will vary widely as a function of the distance traveled and the choice of accommodations, meals, and transportation. If you live near our training facilities and do not need to fly to our training or stay in a hotel, you may not incur any additional training expenses.

³ Equipment, Furniture, Fixtures, Décor, and Supplies. Included in this estimate are the cost of the following items: ovens, warming rack, stainless steel tables, walk-in freezer, refrigerator, ice cream freezer, sink, storage rack, customer countertop, televisions, and vinyl decals. This estimate also includes office supplies and small wares. This is only an initial supply and will require replenishment on a regular on-going basis based on the volume of sales for your franchise business.

⁴ POS System, Hardware, and Software. Included in this estimate are the cost of the following items: on-counter screen; cash drawer & receipt printer; wall mounted screen for orders to kitchen; router; ethernet switch; 1 to 2 iPads. At the time of the issuance of this FDD you are required to use Toast POS, but this may change at any time.

⁵ Camera System. This system is not a security system but is a management tool. We currently require you to use Savvy Camera Systems.

⁶ Signs. Subject to landlord and government restrictions, 2 signs are required. At least 1 exterior sign(s) displaying the trademark and 1 interior sign is required. These signs may be made locally. All signs must conform to our specifications.

⁷ Grand Opening Marketing Materials. This estimates the cost for grand opening marketing and promotion.

⁸ Site Review Fee. This is a one-time fee to approve your location and not a per-site review fee.

⁹ Real Estate Improvements. This estimate includes the cost for construction to buildout your location according to our specifications. Costs of improvements vary widely based on location, terms of the lease, the total area of your space, as well as construction and material costs. Your landlord may provide you with a tenant improvement allowance as part of your lease. You should review these costs with a local contractor, commercial real estate agent and other professionals. We provide standard design plans and specifications for construction and improvements. If you locate your business in a newly constructed space, the landlord may require significantly greater additional expenditures to cover leasehold improvements. You are not required to lease newly constructed space.

¹⁰ 3-Months of Lease Payments; Security Deposit. Your space will vary depending on your needs, but we estimate you will need approximately 500 to 1,500 square feet, and we estimate your lease to be \$24 to \$60 per square foot per annum. Our estimates include a security deposit and 3 months of rent. You are encouraged to negotiate a “free rent” period for the time it takes to build out your business. You may be able to negotiate additional free-rent or reduced rent periods after opening as well. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different. We have not included an estimate for the cost to purchase and build a location in the table above, but we estimate the cost to purchase real estate to be between \$30 and \$90 per square foot.



¹¹ Architectural/Engineering Fees. You must employ and pay an architect designated by us to accomplish and prepare a preliminary floor plan and develop a preliminary set of plans, specifications and related construction documents for your Dirty Dough® Cookies franchise business. We estimate the cost of hiring a local architect or engineer to be \$5,000 to \$15,000. You must pay a local architect and engineer to complete the preliminary plans, and these estimates include the architect's fees to prepare the full stamped set of floor plans, plans and specifications to include mechanical, plumbing, and electrical engineering as necessary to satisfy city, state, and local building codes and to construct the improvement for your Dirty Dough® Cookies franchise business at the specific site chosen for your Dirty Dough® Cookies franchise business. There is no allowance included in this estimate for site planning, use permitting, gaining of variances or resolution of related planning and zoning conflicts, accomplishment of energy consumption calculations, accomplishment of building elevations, or civil or structural engineering. Additionally, this estimate does not include an allowance for bid or contract administration, or client directed revisions which will need to be negotiated on a case-by-case basis prior to commencement of the requested work.

¹² Initial Order of Cookie Dough and toppings. All franchisees are required to purchase the cookie dough from our affiliate Dirty Dough Productions LLC. The initial purchase amount should last up to 3 weeks but will depend on your sales in the first 3 weeks of opening. Payment will be due 30 days before grand opening.

¹³ Opening Inventory. The range in cost depends upon the size of your franchise business, as well as estimated initial business volume. Opening inventory items include ice cream; toppings; beverages; up to 2 months of packaging (the amount of time the packaging lasts will depend on your sales); and uniforms. This is only an initial supply and will require replenishment on a regular on-going basis based on the volume of sales for your franchise business.

¹⁴ Miscellaneous Costs. These miscellaneous costs include legal fees, utility set up fees, business entity organization expenses, employee training, deposits, insurance and licenses. The cost of insurance may vary depending on the insurer, the location of your franchise business, and your claims history. We strongly recommend that you hire a lawyer, accountant, or other professional to advise you on this franchise offering. Rates for professionals can vary significantly based on locale, area of expertise and experience.

¹⁵ Additional Funds. This estimates your operating expenses during your first 3 months of operations, not including cash flows. You must maintain adequate working capital reserves sufficient to keep your business in operation for at least 3 months, not including cash flows. You must maintain a minimum of \$10,000 in your operating account at all times for business emergencies; provided that in any 30-day period, the operating account may have less than such amount for a period of not more than 5 days. You are required to provide us with view-only access to your operating account, and you cannot have more than one operating account. We have relied upon the experience of our principals in opening the Tempe, Arizona unit, and in speaking with franchisees opening new outlets in 2022 to compile these estimates. Additionally, if you elect to finance your investment, you need to account for the additional costs of repaying that financing.

¹⁶ Total. These figures are estimates for the development of a single franchise unit, and we cannot guarantee that you will not have additional expenses starting your franchise business. You should review these figures in Item 7 carefully with a business advisor before making any decision to purchase the franchise. All purchase agreements or leases must be negotiated with suppliers. For any items purchased from us or an affiliate, we require immediate payment. We do not offer direct or indirect financing for any item. All fees and payments payable to us or an affiliate are non-refundable. You should verify with any third-party payee whether such payments, deposits, or fees are refundable or not.

**YOUR ESTIMATED INITIAL INVESTMENT
5-UNIT AREA DEVELOPMENT**

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial area development fee ¹	\$172,500	\$172,500	Lump Sum	At signing franchise agreement	Us
Estimated initial investment to open five units ²	\$560,500	\$1,892,000	Estimated based on the single unit estimates (minus the initial franchise fee) in the above Item 7 chart for a single unit, multiplied by 5.		
*TOTAL ³	\$733,000	\$2,064,500			

NOTES

¹ Initial Area Development Fee. This number is based on a 5-unit development agreement, which is the suggested minimum development offered. The area development fee is non-refundable, and we do not finance any portion of the fee. When you sign an Area Development Agreement, you must also sign the franchise agreement for your first unit to be developed under the Area Development Agreement.

² Estimated Initial Investment. Except for the initial area development fee, all fees in the above Area Development 5-unit chart are based on the single unit estimates, multiplied by five. If you develop more than five units, the fee will be higher.

³ Total. These figures are estimates for the development of five franchise units and we cannot guarantee that you will not have additional expenses starting your development business. You should review these figures in Item 7 carefully with a business advisor before making any decision to enter into an area development with us. All purchase agreements or leases must be negotiated with suppliers. For any items purchased from us or an affiliate, we require immediate payment. We do not offer direct or indirect financing for any item. All fees and payments payable to us or an affiliate are non-refundable. You should verify with any third-party payee whether such payments, deposits, or fees are refundable or not. We anticipate you will develop your units over time according to the development schedule rather than all at once.

**YOUR ESTIMATED INITIAL INVESTMENT
MOBILE TRAILER UNIT**

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee ¹	\$29,500	\$29,500	Lump Sum	At signing franchise agreement	Us
Initial training fee ²	\$750	\$750	Lump Sum	45 days prior to scheduled opening	Us
Initial training expenses ²	\$0	\$3,500	As incurred	Prior to and during training	Airlines, hotels and restaurants
POS system, hardware, and software ³	\$237	\$400	As incurred	As negotiated	Suppliers
Trailer purchase ⁴	\$85,000	\$95,000	Lump sum	At signing franchise agreement	Us

Initial order of cookie dough and toppings ⁵	\$2,500	\$7,500	Lump sum	30 days prior to first event	Us
Opening inventory ⁶	\$2,500	\$5,000	As incurred	As negotiated	Suppliers
Miscellaneous opening costs ⁷	\$500	\$3,000	As incurred	As incurred	Suppliers, government departments, utilities, etc.
Additional funds ⁸	\$1,500	\$3,000	As incurred	As incurred	Suppliers, employees, etc.
TOTAL⁹	\$122,487	\$147,650			

NOTES

¹ Initial Franchise Fee. The initial franchise fee is non-refundable, and we do not finance any portion of the fee. There is also a lower fee for current franchisees in good standing and not in default. If you are an honorably discharged veteran of the United States military, we offer a 10% discount off of the initial franchise fee for the first franchise unit. Veteran ID cards, a DD-214, and other documentation will be required to provide proof of honorable discharged status.

² Initial Training Fee and Expenses. You must pay an initial training fee to us at the time you sign the franchise agreement. We estimate that you will have approximately 2 people attend training. These costs will vary widely as a function of the distance traveled and the choice of accommodations, meals, and transportation. If you live near our training facilities and do not need to fly to our training or stay in a hotel, you may not incur any additional training expenses.

³ POS System, Hardware, and Software. Included in this estimate are the cost of the following items: on-counter screen; cash drawer & receipt printer; wall mounted screen for orders to kitchen; router; ethernet switch; 1 to 2 iPads. At the time of the issuance of this FDD you are required to use Toast POS, but this may change at any time.

⁴ Trailer. The range of costs does not include additional charges you may have to incur to modify the trailer to comply with your local or state health regulations. Included in the price of the trailer package is a “Franchise Starter Package” of start-up items from us. The Franchise Starter Package includes: double moffatt oven, 1 proofer over, small wares package, 100# propane tank, propane line, NSF stainless 3 compartment sink, freezer, water heater, water pump, NSL stainless hand sink. The Franchise Starter Package will be available to you along with your trailer package, usually after you complete initial training. All amounts paid for the trailer packages are fully earned when paid and are not refundable under any circumstances.

⁵ Initial Order of Cookie Dough and toppings. All franchisees are required to purchase the cookie dough from our affiliate Dirty Dough Productions LLC. The initial purchase amount should last up to 3 weeks but will depend on your sales in the first 3 weeks of opening. Payment will be due 30 days before your first event.

⁶ Opening Inventory. The range in cost depends upon the size of your franchise business, as well as estimated initial business volume. Opening inventory items include ice cream; toppings; beverages; up to 2 months of packaging (the amount of time the packaging lasts will depend on your sales); and uniforms.

⁷ Miscellaneous Costs. These miscellaneous costs include legal fees, utility costs, business entity organization expenses, employee training, deposits, insurance and licenses. The cost of insurance may vary depending on the insurer, the location of your franchise business, and your claims history.



We strongly recommend that you hire a lawyer, accountant, or other professional to advise you on this franchise offering. Rates for professionals can vary significantly based on locale, area of expertise and experience.

⁸ Additional Funds. This estimates your operating expenses during your first 3 months of operations, not including cash flows. You must maintain adequate working capital reserves sufficient to keep your business in operation for at least 3 months, not including cash flows. You must maintain a minimum of \$5,000 in your operating account at all times for business emergencies; provided that in any 30-day period, the operating account may have less than such amount for a period of not more than 5 days. You are required to provide us with view-only access to your operating account, and you cannot to have more than one operating account. We have relied upon the experience of our principals in opening the Tempe, Arizona unit, and in speaking with franchisees opening new outlets in 2022 to compile these estimates. Additionally, if you elect to finance your investment, you need to account for the additional costs of repaying that financing.

⁹ Total. These figures are estimates for the development of a single franchise unit, and we cannot guarantee that you will not have additional expenses starting your franchise business. You should review these figures in Item 7 carefully with a business advisor before making any decision to purchase the franchise. All purchase agreements or leases must be negotiated with suppliers. For any items purchased from us or an affiliate, we require immediate payment. We do not offer direct or indirect financing for any item. All fees and payments payable to us or an affiliate are non-refundable. You should verify with any third-party payee whether such payments, deposits, or fees are refundable or not.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Suppliers, Proprietary Products and Required Purchases

You must operate your franchise business according to our system, including purchasing or leasing certain items or services according to our specifications and/or from approved suppliers. You must not deviate from these specifications without our prior written consent.

You must purchase or lease the following products and services from us, other sources designated or approved by us, or according to our specifications as set forth in the manuals:

Item or Service	Is the franchisor or an affiliate an approved supplier of this item	Is the franchisor or an affiliate the only approved supplier of this item?
Cookie Dough	Yes	Yes
Packaging	Yes	Yes
Beverages	Yes	Yes
Ice Cream	Yes	Yes
Uniforms	Yes	Yes
Toppings	Yes	Yes
Trailer	Yes	Yes
Branded Tent	Yes	Yes
POS/Computer System	No	No

We may also require you to purchase advertising materials from us or approved suppliers. We reserve the right for us or an affiliate to be an approved supplier or the only approved supplier of any of the items listed in the above table. Additionally, we reserve the right to require that all items used



in the operation of your business be purchased from us or other sources designated or approved by us.

Insurance

You must at all times during the entire term of the franchise agreement and at your own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated "A" or better by A.M. Best & Company, Inc.:

Type of Insurance	Minimum Required Amount(s)
Commercial General Liability Insurance	\$1,000,000 per occurrence and \$2,000,000 in the aggregate, or leasehold minimum, whichever is greater; \$300,000 damage to the premises; \$5,000 premises medical; \$1,000,000 personal and advertising injury limit; and \$2,000,000 products and completed operations aggregate.
Property Insurance	100% of the full replacement cost against loss or damage from fire and other risks normally insured against in extended risk coverage. Special form in the amount of your inventory and must include the improvements and betterments to the store. Coverage should be replacement cost with no coinsurance. Agreed amount with the insurance company or waiver of coinsurance will suffice for the removal of coinsurance. Coverage must include business income on an actual loss sustained basis for 12 months. Flood coverage if applicable must apply. If building coverage is to be included all coverages noted above will apply.
Commercial automobile insurance	At least \$1,000,000 occurrence limit (combined single limit for personal injury, including bodily injury or death, and property damage) for all owned, non-owned, and hired autos.
Employment practices liability insurance	\$100,000 per occurrence.
Crime policy	\$10,000 for employee dishonesty policy (written on a loss discovered basis). In addition, the policy must include robbery both in and out with coverage in limits of \$5,000.
Umbrella insurance	\$1,000,000 per occurrence.
Government Required Insurances	You must maintain and keep in force all worker's compensation and employment insurance on your employees that is required under all federal and state laws.

These policies (excluding worker's compensation) will insure you, us, and our officers, directors, and nominees as additional insureds against any liability that may accrue by reason of your ownership, maintenance or operation of the franchise business. These policies will stipulate that we will receive a 30-day written notice prior to cancellation or termination, and we must receive a 30-day notice of any modification. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to us must be furnished to us together with proof of payment prior to you beginning operations. Our insurance coverage requirements are only minimums. You must also procure and pay for all other insurance required by state or federal law. You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate.

If you fail to obtain or maintain insurance, we may obtain insurance for you, and you will pay us the premium costs, plus an administration fee of \$500 per hour for our time. We may periodically modify or adjust the amounts of coverage required and/or require different or additional coverage.



We do not derive revenue as a result of your purchase of insurance. We recommend you consult with your insurance agent prior to signing the franchise agreement.

If your premises are damaged and covered by insurance, you must use the proceeds to restore the facility to its original condition within 160 days from receiving the proceeds, unless we consent otherwise in writing.

Approved Suppliers

We may enter into contracts with suppliers for items or services purchased by our franchisees. Pursuant to these contracts, you must purchase items or services from the approved suppliers. All currently approved suppliers and specifications are made available to you before the beginning of operations. We consider our approved suppliers and specifications to be of critical importance to the success of the system. You must receive our prior written approval to deviate in any manner from our specifications.

Ownership in Approved Suppliers

Some of our officers have a direct ownership interest in Dirty Dough Productions LLC, our designated cookie dough supplier.

Revenue to Us and Our Affiliates from Required Purchases

We or our affiliates may derive income from required purchases or leases of goods or services made by our franchisees from approved sources. We or our affiliates may derive income from required purchases or leases of goods or services made by our franchisees from approved sources. However, in the last fiscal year, we did not collect any money or obtain any revenues from the sale of these products and services to franchisees.

Proportion of Required Purchases and Leases

We estimate that the proportion of required purchases or leases will represent 85% to 95% of your overall purchases in opening your franchise business and 85% to 95% of your overall purchases in operating your franchise business.

Non-Approved Suppliers

Except for certain trademark and private label items and designated source items described above, if you desire to use particular supplier and if that supplier meets the specifications and requirements of our system, at our discretion, we may approve that supplier to become an approved supplier.

You may establish suppliers on the approved list by making an appropriate application to us. The following general criteria is used in considering whether a supplier will be designated as an approved source: the ability of the supplier to make the product to our standards and specifications; a willingness by the supplier to cooperate and work with you and other franchisees; the supplier's production and delivery capabilities; price and quality; reputation of the supplier; quality assurance systems; the financial condition of the supplier; the ability and willingness of the supplier to train on the effective and safe use of the product; and the supplier's professional competence and performance abilities. We will use our best judgment in setting and modifying specifications to maintain quality and integrity of the franchise system. You may be required to sign an open account credit agreement, to prepay using an electronic fund withdrawal system, or to provide a deposit for purchase of products, services and other supplies from us, our affiliates and other approved suppliers.

If you desire to purchase any of the items listed in this Item 8 from an unapproved supplier, you will submit to us a written request for this approval or request the supplier itself to do so. We may require you to submit sufficient information and data to permit us to ascertain whether a



supplier meets our specifications. You must reimburse us for our costs and expenses associated with the evaluation within 30 days of the completion of our evaluation. These fees and costs are not refundable regardless of whether or not we approve of a supplier. We will notify you in writing, within 30 days after completing our evaluation, as to whether the supplier has been approved or disapproved. We may make changes or alterations in the standards and specifications for approving suppliers. At our discretion, we may revoke our approval from an approved supplier upon 30 days' written notice to you.

Standards and Specifications

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

Other than as stated above, there is no obligation for you, under the terms of the franchise agreement, to purchase or lease any goods or services regarding the establishment or operation of the franchise business from approved sources.

Negotiated Arrangements

At this time, there are no purchasing or distribution cooperatives. We do not currently negotiate purchase arrangements with suppliers, including price and terms for the benefit of franchisees.

Benefits Provided to You for Purchases

We do not provide material benefits to franchisees based on the franchisee's purchase of particular products or services or use of particular suppliers (e.g., grant renewals or additional franchises to franchisee's based on purchases).

**ITEM 9
FRANCHISEE'S OBLIGATIONS**

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

Obligation	Section in Agreements	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 4.1 and 4.2	Item 11
b. Pre-opening purchases/leases	Article VIII, section 4.2 and paragraphs 6.1.3, 6.1.11, and 6.1.13	Item 8
c. Site development and other pre-opening requirements	Sections 4.3 and paragraph 6.1.13; article 3 of the ADA	Items 7 and 11
d. Initial and ongoing training	Paragraphs 6.1.4 and 6.1.5; paragraph 14.6 of the ADA	Item 11
e. Opening	Section 4.4 and paragraphs 6.1.5 and 7.4.1	Item 11
f. Fees	Article V; article 4 of the ADA	Items 5, 6 and 7

g. Compliance with standards and policies/operating manual	Article IX; article 6 of the ADA	Items 8 and 11
h. Trademarks and proprietary information	Article III; article 8 of the ADA	Items 13 and 14
i. Restrictions on products/services offered	Article VIII	Item 8 and 16
j. Warranty and customer service requirements	Paragraph 6.1.2 and section 8.5	Item 11
k. Territorial development and sales quotas	Section 1.1; paragraph 2.1 of the ADA	Item 12
l. Ongoing product/service purchases	Article VIII	Item 8
m. Maintenance, appearance and remodeling requirements	Paragraphs 6.1.2 and 6.1.9	Item 11
n. Insurance	Paragraph 6.1.11	Item 8
o. Advertising	Article X	Items 6, 7 and 11
p. Indemnification	Section 15.2; paragraphs 6.3 and 6.5 of the ADA	Item 6
q. Owner's participation/management/staffing	Paragraphs 6.1.7, 6.1.8, 6.1.10; and 6.2.3; paragraph 6.3 of the ADA	Items 11 and 15
r. Records and reports	Sections 5.4 and 5.5; paragraph 6.4 of the ADA	Item 6
s. Inspections and audits	Paragraphs 5.5.2 and 6.2.2(iv)	Items 6 and 11
t. Transfer	Article XIV; article 14 of the ADA	Item 17
u. Renewal	Section 2.2; paragraph 3.4 of the ADA	Item 17
v. Post-termination obligations	Section 12.1; article 10 of the ADA	Item 17
w. Non-competition covenants	Article XVI; article 11 of the ADA	Items 14, 15 and 17
x. Dispute resolution	Article XVII of the franchise agreement and article 11 of the ADA	Item 17
y. Compliance with government regulations	Sections 4.1 and 4.3 and paragraphs 6.1.1, 6.1.10, 12.1.13, and 16.1	Item 12
z. Guarantee of franchisee obligations	Paragraph 6.3.1	Item 15

ITEM 10 FINANCING

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

ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, Dirty Dough Franchising LLC is not required to provide you with any assistance.



Pre-Opening Assistance

Before you open your franchise business, we will:

- 1) Designate your territory [franchise agreement section 1.1].
- 2) Approve of your site. Additionally, we assist you in locating a site. We must approve of your site before a lease is entered into or you begin construction. Site approval should be completed by us and notice provided to you in writing, within 10 business days or less after you have submitted a proposed site for our review [franchise agreement section 4.1]. Our approval is based upon the following general criteria: rent, lease terms, access, appearance, traffic, general population, number of and types of businesses in the territory, parking, square feet, and general vicinity.
- 3) We do not prepare demographic studies or otherwise determine a need for these services or products within your territory or evaluate or guarantee the potential success of your proposed site [franchise agreement paragraph 4.1.1].
- 4) Make available general written specifications for those items listed in Item 8. For purchase, delivery, and installation, you are required to work directly with the manufacturer or supplier of these items. We do not offer assistance in delivery or installation of any of these items [franchise agreement section 7.2 and paragraph 8.1.1].
- 5) We provide you with the names of approved suppliers [franchise agreement section 7.2].
- 6) Provide you with a preliminary design/layout plan for your franchise business, and we may require that you use a specific contractor to supply the build-out of your premises. You must adapt your franchise business to our general specifications at your own expense, in accordance with local, state and federal laws, rules and ordinances. You are responsible to obtain any required licenses and permits. We do not provide assistance in the construction, remodeling, or decorating of your franchise business [franchise agreement section 4.3 and 7.1].
- 7) Loan you a copy or provide electronic access to our confidential manuals containing mandatory policies, operating procedures, and other information. The manuals are confidential, will remain our property, and may be used by you only in association with your Dirty Dough® Cookies franchise business and only during the term of the franchise agreement. You must keep the contents of the manuals confidential. The master copy of the manuals maintained by us will be controlling in the event of a dispute relative to the contents of the manuals. You may not copy any part of the manuals either physically or electronically. The table of contents of the operations manual is included as Exhibit "B" to this disclosure document Our operations Manual is in electronic format and is equivalent to approximately 112 pages [franchise agreement article IX].
- 8) For standard unit franchisees, we provide you with at least 1 of our representatives to assist you during your grand opening, which assistance may be provided virtually [franchise agreement paragraph 7.4.1].

Lease, Construction and Commencing Operations

- 1) You will have 60 days to have a site approved for your franchise business [franchise agreement section 4.1]. You must use a local broker in your site selection, and if you are in Utah or Idaho, you must use our designated broker. You must pay us a one-time \$500 site review fee prior to our initial review of your proposed site. A lease must be in place within 30 days of the site being approved. We must approve of your lease, and you are required to have the landlord consent to an



assignment of the lease before the lease agreement is signed [franchise agreement paragraph 4.1.1 and section 4. 2].

2) Construction must be started within 30 days from the date the lease has been signed and be completed within 90 days following signing of the lease. You are required to begin operations within 30 days after construction is complete. You must give us at least 30 days written notice before opening your franchise business [franchise agreement sections 4.3 and 4.4].

Estimated Length of Time Before Operation

It is estimated that the length of time between the signing of the franchise agreement with the accompanying payment of the initial franchise fee and the opening of your franchise business is 3 to 7 months. Factors affecting this length of time usually include obtaining a satisfactory site, financing arrangements, construction, local ordinance compliance, training, and delivery and installation of furniture, fixtures, equipment, signs, supplies, and opening inventory items. You must begin operations no later than 7 months from the date of your franchise agreement.

Failure to meet these deadlines for any reason, including our disapproval of a proposed site location, may result in termination of the franchise agreement without a refund. However, if you can show a good faith effort to meet these deadlines, we may agree to extend a specific deadline at our discretion [franchise agreement section 4.6].

Assistance During Operation

During the operation of your franchise business, we will:

1) Provide you with updates to the manuals, which updates may be in the form of emails, newsletters, announcements, technical bulletins, or other written directives through means determined by us. We have the right to modify the manuals to reflect changes in the system including the development of products or services. The modifications may obligate you to invest additional capital in your franchise business and to incur higher operating costs. You must incorporate all such modifications within the time periods that we specify [franchise agreement section 9.1]. Other than modifications due to health or governmental mandates or guidelines, or public concerns, we will not obligate you to invest additional capital at a time when the investment cannot in our reasonable judgment be amortized during the remaining term of the franchise agreement [franchise agreement paragraph 6.2.2(iii)].

2) At your reasonable request or at our discretion, provide assistance either remotely or in person. For in-person training, you will be charged a fee of \$250 per day, plus the cost of our travel, food, and lodging. For additional in-person training, you may be charged a fee and be required to cover all travel and living expenses of your attendees or our representatives [see paragraph 6.1.4 and section 7.3 of the franchise agreement].

During the operation of your franchise business, we may:

3) Maintain a website for the Dirty Dough® Cookies brand that will include your business information and telephone number for your location [franchise agreement section 7.6]

4) Hold conferences to discuss improvements, new developments, mutual concerns, and business issues. At this time, attendance at conferences is not mandatory, but this policy may change at some time in the future. Currently, there is no conference fee, but you must pay all your travel and living expenses. These conferences will be held at various locations chosen by us [franchise agreement paragraph 6.1.14].



5) Make periodic inspections of your franchise business, which may be done in person or through remote access such as video or live video conferencing and may be performed through a third-party provider. Upon our request, at all reasonable times, you will provide us with a video and/or digital images of the interior and exterior of your franchise business as set forth in the manuals [franchise agreement paragraph 6.2.2(iv)].

6) Conduct additional seminars, which may be through online webinars, videos, live video conferencing, phone conference or in person, to discuss improvements, new developments, mutual concerns, business issues, sales, marketing, personnel training, bookkeeping, accounting, inventory control and performance standards. We may charge a seminar fee, and you may be required to pay all your travel and living expenses. In-person seminars are normally held at our headquarters or as available at regional facilities [franchise agreement paragraph 6.1.14].

7) Provide you with such continuing assistance in the operation of the franchise business as we deem advisable [franchise agreement section 7.3].

8) To the degree permitted by law, suggest retail price, specify maximum and minimum pricing above and below which you will not sell any goods or services [franchise agreement paragraph 6.1.12]. You must honor all coupon, price reductions and other programs established by us [franchise agreement section 6.2.2(ii)].

9) Replace defective products purchased directly from us based on our standard limited warranty. In addition, products purchased directly from us or our affiliate may carry a manufacturer's warranty; you must look directly to the manufacturer to replace defective products. For items purchased through third parties, you must work directly with the supplier or manufacturer of those items regarding warranties, defective products, training and support [franchise agreement section 8.5].

10) At your expense, require you to repair, refinish, repaint, remodel, modernize, redecorate, or refurbish your premises from time-to-time as we may reasonably direct, but not more often than every 5 years (except for required changes to the trademarks, which we may require at any time) [franchise agreement section 6.1.9]. At your expense, we can also require you to upgrade your equipment at any time. This can include changing out items such as flooring, wall treatments, signage, lighting fixtures, and other physical elements of your franchise business. We may also require you to invest in new or updated equipment and technology. You will also be required to complete any day-to-day maintenance issues as they occur during the term of the franchise agreement. You must implement all changes within the time frames required by us. [franchise agreement paragraphs 6.1.13 and 6.2.2(iii)].

11) Refine and develop products or services that you will offer to your customers [franchise agreement paragraph 6.2.2(iii)].

12) Provide you with an email address which must be used in all correspondence and communications involving your franchise business. You are not allowed to use a non-approved email for business purposes involving the franchise business [franchise agreement paragraph 6.2.2(i)].

Employment Matters

We do not assist you with the hiring, firing, managing or compensation of your employees. That is your responsibility. We may provide you with an employee guide or manual, but it will only be an example of certain employment matters unless otherwise indicated by us. It is your responsibility to comply with state and federal employment laws [franchise agreement paragraph 6.1.10].



Advertising and Promotion

You may not develop advertising or marketing materials for your use. All marketing for your franchise business and the franchise system will be conducted by us or our approved supplier [franchise agreement paragraph 10.5.1].

Advertising Fund

Although under the terms of the franchise agreement we are not obligated to conduct advertising for the franchise system, or to spend any amount on advertising in your territory, we have the right to and currently do maintain and administer a regional and national advertising, marketing, and development fund (referred to as the advertising fund) for local, regional, national marketing, or public relations program as we, in our sole discretion, may deem necessary or appropriate to advertise and promote the franchise system. We may utilize the advertising fund to develop and test various media and technologies for potential utilization and/or improvement of the system and marketing of the system [franchise agreement section 10.1].

You must contribute to the Advertising Fund. We and our affiliates do not contribute to this fund. We have no franchise businesses that do not contribute to the fund. Contributions by our franchisees to the Advertising Fund may not be uniform [franchise agreement section 10.1].

We are responsible for administering the Advertising Fund but we are not a fiduciary or trustee of the advertising fund. We will direct all uses of the fund, with sole discretion over: 1) the creative concepts, materials, endorsements and media used (that may include television, Internet, radio, print, and other media and marketing formats as developed over time, as funds permit); 2) the source of the marketing or public relation efforts (that may be in-house or through an outside agency located locally, regionally or nationally); 3) the placement and allocation of these programs (that may be local or regional); and 4) the composition of all geographic territories and market areas for the development and implementation of these programs [franchise agreement paragraph 10.1.1].

We may use the Advertising Fund to offset a portion of direct costs to manage and maintain the fund, including the payment of staff salaries and other expenses for those employees who may be involved in the Advertising Fund activities [franchise agreement paragraph 10.1.2].

We are not required to spend any amount on marketing directly in the area or territory where you are located. We do not guarantee that expenditures from the Advertising Fund will benefit you or any other franchisee directly, on a pro rata basis, proportionally, or at all. We are not required to segregate the advertising fund from our general operating funds. We do not use marketing funds to solicit new franchisees [franchise agreement paragraph 10.1.2].

Advertising Expenditures in the Last Fiscal Year

During the last fiscal year, the marketing funds were used in the following ways: Productions 30%, Media Placement 60%, Administrative Expenses 10%, and Soliciting New Franchisees 0%.

Any unused marketing funds in any calendar year will be applied to the following year's fund. The Advertising Fund is unaudited. Once each calendar year and within 90 days of the end of our fiscal year, you may send us a written request to receive an unaudited annual report of marketing expenditures [franchise agreement paragraph 10.1.2].

Advertising Fund Council

No franchisee advertising council is anticipated at this time.

Advertising Cooperative

You are not required to participate in a local or regional advertising cooperative.



Other Marketing Funds

At this time, you are not required to participate in any other marketing funds.

The Internet

You may not create a website for your franchise business. You cannot engage in marketing on the Internet, including posting for re-sell, items on third party re-sell or auction-style websites such as eBay, Craigslist, or Amazon without our prior written permission. You may claim Yelp and Google Reviews pages specific to your premises and franchise business but must immediately provide us with administrative access and passwords for any such accounts. You are required to manage online reviews for your franchise business. We also have the right but not the obligation to manage all online reviews for your location [franchise agreement section 10.5].

Social Media

We will own and manage the social media accounts related to the brand. In the future, we may allow you to create and manage social media for your location for certain management responsibilities and functions, but in such a case all social media for our brand must strictly comply with our policies and procedures, and you will be required to provide administrative access and all current and accurate login and password information. We can alter, remove, or require that you alter or remove a post. We reserve the right to restrict your use of social media at any time for any reason [franchise agreement section 10.5.2].

You must at all times maintain and frequently check a valid and approved email address, known and available to us, to facilitate our communication with you [franchise agreement paragraph 6.2.2(i)].

Tablet / Point of Sale System

We require the use of a point of sale system designated by us to be purchased or leased from our designated supplier. The POS system currently provides:

- Reporting of Sales
- Employee Time Keeping
- Tracking of Costs and Costs of Goods Sold
- Inventory Management
- Online Ordering
- Gift Card Tracking
- Credit Card Payment

You must have at least a 1-terminal POS system that meets our specifications. The estimated cost of purchasing or leasing the POS system is approximately \$1,850. At this time, we use and require you to use Toast POS, but this may change at any time and the cost to change the system is incurred by you alone. You must also have at least one iPad which is to be used strictly for business purposes and that meets our specifications and capable of interfacing with our computer system and software. The cost for the iPad is \$600 to \$1,500 depending on the version and upgrade features you select. We will have, and you cannot restrict, independent access to the information and data collected or generated by your iPad and POS system. There are no contractual limits on our rights to do so. We may require updates and upgrades to your tablet hardware, software and POS system at your expense during the term of the franchise agreement. We estimate the annual costs to maintain, upgrade, and support your tablet and POS system to be \$3,600 to \$6,000. We are not required to maintain, repair, update and/or upgrade your tablet or POS system. There are no contractual limitations to the frequency and cost of the obligation to upgrade and maintain the tablet or POS system [franchise agreement paragraph 6.1.13]. For defective equipment, products, software or other items purchased by you, you must deal directly with that manufacturer [franchise agreement section 8.5]. We reserve the right to change the POS system at any time, and you are required to comply with and are solely responsible for the fees associated with such changes.



Customer Relation Management Software (CRM)

You are required to use Our designated CRM in the operation of your franchise, currently the CRM is administered by us for a monthly fee of \$149 [franchise agreement paragraph 6.1.15].

Loyalty Programs

You are required to participate in the loyalty, gift card, and coupon programs as we develop [franchise agreement paragraph 6.2.2(ii)]. As of the date of this disclosure document, there are no required purchases associated with participation in these programs.

Accounting

We also require you to use QuickBooks Online accounting system. The current cost is \$50 to \$180 per month. We must have access to your QuickBooks. You will be required to use only the standardized profit and loss statement templates and balance sheet templates as designated by us that we will provide you [franchise agreement paragraph 6.1.13(i)]. We can change the required accounting software at our discretion.

Merchant Provider

At your sole cost and expense, you are required to use our designed merchant services or payment processor, and to pay all monthly, annual, service, and upgrade fees. The required or designated provider may change at any time, and you are required to comply with any changes and are solely responsible for the fees associated with any changes [franchise agreement paragraph 6.1.13(iii)].

Compliance Monitoring/Camera System

For standard units only, you are required to install a vendor approved compliance monitoring system in your franchise business at reference points designated by us; mobile trailer units are not required to have a camera system at this time. This system is not a security system but is a management tool, and we are not required to monitor your store. Both you and we must have the right to online access to the system. By installing the system, you and your employees are waiving their right to privacy. You must require all your employees to sign a waiver of their right to privacy with respect to the use of this compliance monitoring system. We estimate the cost of such system to be between \$2,500 and \$5,000 for initial installation, and depending on the number of cameras, an ongoing cost of approximately \$50 to \$175 per month [franchise agreement paragraph 6.1.13(v)].

Area Development Agreement

Your rights under the area development agreement are territorial only and do not give or imply a right to use our trademarks or system. Our only obligation is to provide an area where you have the option to develop the specific number of Dirty Dough® Cookies franchise businesses provided in the area development agreement and in the time frame provided in the development schedule. We must approve the potential site for each franchise business location. Our approval will be based on our then-current standards for that franchise business pursuant to your franchise agreement [area development agreement article 2; franchise agreement section 1.1].

Online Ordering and Delivery

You must participate in any online ordering program for takeout or delivery program we create or adopt and cover the applicable fees for such program. You will not participate in any third party delivery platform unless approved by us [franchise agreement paragraph 6.2.2(v)].

Miscellaneous

We may approve exceptions to our changes in the uniform standards for you or any other franchise that we believe are necessary or desirable based on particular circumstances. You have no right to object to such variances. We may deny any or all of the above services to you while you are in



breach of the franchise agreement or in default in the discharge of any of your obligations to us [franchise agreement section 20.15].

Initial Training

We provide an initial training program. Your operating principal and your manager(s), among such others as designated by us, are required to attend and successfully complete online training and an in-person training program, which is held in Utah County, Utah. The in-person training will last 2 – 3 days. The length of training depends on the prior experience of your attendees but should last approximately 5 to 6 days. The training program is held as needed at our headquarters [franchise agreement paragraph 6.1.4].

Your “operating principal” is a) if the franchisee is an individual, that individual; or b) if the franchisee is an entity, an individual that owns at least 20% of the ownership and voting interests in the franchisee entity (unless you obtain our written approval of a lower percentage), has authority over all business decisions related to the franchise business, and has the power to bind the franchise business in all dealings with us. The operating principal must be involved with the business as described in Item 15 [franchise agreement Article XXI].

Successful completion of training must be completed at least 15 days before you may open your franchise business. Successful completion will be determined by our trainers and is based on your attendees’ demonstration of competency in the various aspects of operating a Dirty Dough® franchise business [franchise agreement paragraph 6.1.4].

There is a \$500 training fee that covers training for up to 4 attendees. You will be responsible to cover the cost of travel, food, and lodging for your attendees to attend the initial training. The estimated cost of training is listed in Item 5 and Item 7 and are estimated to be \$500 to \$5,000 for 2 people [franchise agreement paragraph 6.1.4].

All attendees to any training must sign a non-disclosure agreement acceptable to us before attending training [franchise agreement paragraph 6.1.4(vi)].

Below is a table listing the subjects taught and the amount of classroom and onsite training provided as part of the initial training.

TRAINING PROGRAM¹

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Welcome	1	0	Lindon, Utah
Food Safety	3	0	Lindon, Utah
Customer Service	2	1	Lindon, Utah
Goal Setting	1	0	Lindon, Utah
Cookies & Product	5	4	Lindon, Utah
Oven Training & Troubleshooting	3	1	Lindon, Utah
POS System	2	0	Lindon, Utah
Marketing & Branding	2.5	0	Lindon, Utah
Store Operations	5.5	3	Lindon, Utah
Inventory & Ordering	3	0	Lindon, Utah
Accounting	2	0	Lindon, Utah
Bookkeeping, Audits & Inspections	2	0	Lindon, Utah
Facilities Tours	2	0	Lindon, Utah
Review	4	0	Lindon, Utah
Hiring & Interviewing	3	1	Lindon, Utah

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Hands on Training	0	4	Lindon, Utah
Totals:	41	14	

¹ The training program for franchisees may be changed due to updates in materials, methods, manuals, and personnel without notice to you. The subjects and time periods allocated to the subjects actually taught to you and personnel may vary based on the experience of those persons being trained.

The initial training is provided by instructors whose experience is described below and in Item 2 if the trainer is part of management.

Trainers	Subject(s) Taught	Length of Experience in the Field	Length of Experience with the Franchisor
Melissa Both	Operations	10 years	4 months
Angela Freeman	Operations	11 years	9 months
Rachel Seffler	Marketing	1 year	6 months
Tyler Wetsch	Store Operations	7 years	3 months

Materials Provided at the Initial Training

We will provide access to our manuals during training and other handouts to facilitate training.

Replacement Training

After the initial training, any new operating principal and manager must complete initial training within 14 days of hire or designating as operating principal. Our fee for this additional training is currently \$250 per person, per day. This training may take place at your location depending on our availability and advance written notice but more likely will take place at or near our headquarters. You will also be responsible to cover the travel, food, and lodging for your attendees or our representatives (as applicable) [franchise agreement paragraph 6.1.4(i)].

Initial refresher training

After Your Franchise Business has been open and operating for six months, You are required to send Your Operating Principal and Your manager(s) to attend additional training. This training will last two days and will be held at our headquarters or such other location as We determine [franchise agreement paragraph 6.1.4(ii)].

Annual Manager Training.

At Our discretion, once each calendar year, at a time designated by Us, your Operating Principal and your designated manager may be obligated to meet with Our representatives at a location specified by us, for the purpose of discussing and reviewing your operations, status, and financial performance. You will pay for all costs of travel, food, lodging, and Your employee salaries, and other expenses [franchise agreement paragraph 6.1.4(iii)].

Additional In-Person Trainings

We can require your operating principal and/or other key personnel to attend additional training if you are in default, or if we reasonably believe such training would be in the best interest of your franchise. Additionally, depending on availability and advanced written notice, if you would like additional in-person training, we may provide this training to you. We can limit additional training to a certain number of days, attendees, and/or representatives at a time. You will be responsible for the costs of travel, food, lodging and compensation of your attendees or our representatives [franchise agreement paragraph 6.1.4(iv)].



At this time, other than listed above, no additional trainings or refresher courses are required.

ITEM 12 TERRITORY

Non-Exclusive Territory

You will not receive an exclusive territory. You may face competition from other franchisees (both standard and mobile trailer units), from outlets that we own, from other channels of distribution or competitive brands that we control. However, we will not establish another traditional franchise or traditional company-owned unit using the trademark within your territory. A mobile trailer unit franchisee may work within your territory for special events for which they obtain a permit.

Grant of Territory

Under the franchise agreement, we will grant you the right to use the system and proprietary marks at a specific location within your territory, the boundaries of which will be negotiated prior to signing the franchise agreement and are described in the franchise agreement.

Size of Your Territory -Standard Unit

The specific size of your territory is set by us based on the population density, the business base in the territory, whether your location is in a metropolitan or rural area, and other comparable factors, but generally we will not place another franchise unit within 1.5 driving miles of your territory. Your territory will generally have a population base of approximately 50,000 people. Densely populated areas will have different territory restrictions and will be negotiated on a case-by-case basis. The radius may also be smaller based on demographics and geographical boundaries. If your franchise business is located within a shopping mall or similar facility with a captive market, your territory may be limited to the physical boundaries of the mall or facility. The written boundaries of your territory will be included in your franchise agreement. We will not place another franchise or company owned unit within your territory during the term of the agreement.

Adjustment of Territory Boundaries

We have the right to adjust the boundaries of your territory if the population in your territory increases by 50,000 or more as demonstrated by demographic data available to us at the time of the territory adjustment. We also have the right to adjust the boundaries of your territory based on inadvertent error in the creation of your territory, or in an effort to more accurately reflect the target market population after your premises location has been selected and approved, or for other reasons that we may specify from time to time in the manuals.

Mobile Trailer Unit

There is no protected or designated territory for your mobile trailer unit. Except for special events for which you have received a permit or license for which no permission is required, in no event will you be able to park or place your mobile trailer unit within 1.5 driving miles of a standard franchise unit without first receiving that franchisee's written permission. If the mobile trailer unit is for an event, the first mobile trailer unit franchisee to provide proof to us that they have obtained an event permit will be the only Dirty Dough® mobile trailer unit allowed at the event. We reserve the right to provide additional restrictions and/or rules with regards to where the mobile trailer may operate, be parked or located.

Territory Restrictions

You are restricted to operations from within your territory, which we must approve. You may not service customers within another franchisee's territory. However, you may service customers in areas or place your mobile trailer unit in areas that have not been awarded to another franchisee. You are required to check with us prior to placing your mobile trailer unit or providing service to any customer outside of your territory to ensure the territory has not been awarded to another franchisee.



Relocation

You do not have the automatic right to relocate your business, and we have the right to deny any relocation request. You must obtain our prior written permission if you want to relocate your franchise and you must also be able to demonstrate to us that you have the financial ability to relocate. You do not have the automatic right to relocate your business, and we have the right to deny any relocation request. Approval to relocate is based on the then-current criteria used in approving a new franchisee's proposed site and paying us a \$5,000 relocation fee to cover our costs of approving and processing your relocation and costs associated with updating documentation, reviewing new sites, and editing our website and promotional materials.

Minimum Sales Requirement

Your franchise agreement is dependent upon achievement of a minimum sales volume, market penetration or other contingency. Specifically, after you have been open for one year, you are required to achieve a minimum of \$120,000 in annual gross sales. If you do not achieve the annual minimum revenue in your territory, then you will be given a notice of default and a 3-month period to cure by being on pace to achieve the minimum sales requirements by the end of the cure period. If you do not cure within the 3-month cure period, we have the right to terminate your franchise. We also have the right, as determined in our sole discretion, to allow you to continue to operate your franchise under the terms of the franchise agreement while we sell your franchise. We will have 6 months to sell your franchise and if successful, we will be entitled to a fee equal to 10% of the sales price to compensate us for time and expenses to sell your franchise. You will also be required to pay the transfer fee, and the buyer must pay us the training fee for us to train the new franchisee. If we have not sold your franchise within the 6 months, you may cure the default by having achieved the minimum revenue quota during the last 3-months of the sales period.

Advertising Within and Outside the Territory

You are prohibited from conducting direct or targeted sales and marketing outside of your territory. This restriction applies to all franchisees.

Your Rights to Use Channels of Distribution

You do not have the right to sell products or services through other channels of distribution, including the Internet, via apps or social media sites. You have the right to provide catering services and home deliveries within your territory. However, you must receive our prior written approval to provide any catering services or home deliveries outside of your territory, and unless otherwise clearly indicated, such approval will only apply to a specific event, and you must receive our prior written approval each time you desire to cater or deliver outside of your territory.

Options to Acquire Additional Franchises

You do not receive the right or option to acquire additional franchises.

Our Right to Use Channels of Distribution in Your Territory

We and our affiliate also reserve the right to market products and services under other brands both within and outside your territory. We do not pay You for soliciting or accepting orders for any products or services We make inside Your Territory.

Our Previous Activities in Your Territory

In the past, we or an affiliate have used one or more of the following distribution channels to sell and distribute products and services in your territory under the Dirty Dough® Cookies brand: social media, our website, and direct mailers.



National Accounts

We reserve the right to sell, market and distribute the Dirty Dough® Cookies products services to National Accounts in your territory. A “National Account” is defined as a company with multiple units or outlets located in more than one geographical area or market. It also includes professional sports teams as well as collegiate organizations. We will designate if and how franchisees will sell or service National Accounts.

Competition by Us Under Different Trademarks

Neither we, nor an affiliate operates franchises or has plans to operate or franchise a business that sells or will sell goods or services similar to those sold in your franchise using a different trademark in or outside of your territory, but we reserve the right to do so in the future.

Area Development Agreements

You will not be assigned an exclusive area for your development business. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

As an area developer, you will be assigned a limited, non-exclusive area over which you will have development authority. The size of the development area is to be negotiated and the written boundaries will be included in your area development agreement. The schedule of units to be developed in your area is negotiated between you and us. To maintain your area development rights, you must develop a set number of franchise businesses by the deadlines listed in your development schedule. To meet your development schedule, you must identify a potential site for each location in the timeframe required in the development schedule and we must approve the location. Our approval will be based on our then-current standards for that franchise business pursuant to your franchise agreement.

We, and our parent and affiliates, either personally or through agents and representatives, reserve the right to sell and market Dirty Dough® Cookies outlets in non-traditional locations and large institution-type locations both within and without your development area. These franchises may include locations at convention centers, sporting arenas, airports, or other similar locations. We may also enter into and negotiate franchise agreements with large institutional-type franchisees. For example, military bases, universities, departments stores, hospitals, industrial sites or other similar locations. These franchisees have the right to operate and open non-traditional franchises at these non-traditional and institutional locations.

We or our affiliate either personally or through agents and representatives also reserve the right to sell, market and distribute all Dirty Dough® Cookies products and services using our trademarks or other marks or sell, market and distribute products and services under the Dirty Dough® Cookies marks or other marks within and outside your territory using distribution channels, such as through websites, the Internet, social media, national accounts, smartphone apps, wholesale outlets, retail outlets, etc., within your development area. We do not pay you for soliciting or accepting orders for any products or services under the Dirty Dough® Cookies brand or other marks through these channels inside your development area.

ITEM 13 TRADEMARKS

Non-Exclusive Grant of the Trademark

We grant you the non-exclusive right to use certain of our trademarks in the operation of your franchise business. You may also use future trademarks in the operation of your franchise business, as we designate. You will not at any time acquire any rights in the trademarks. By trademarks we mean our trade names, trademarks, commercial symbols, service marks and logos.




Agreements Regarding the Trademark

Under a license agreement entered into between Dirty Dough LLC and us in 2021, we were granted the right to use and sublicense the trademarks for 50 years. The license may be terminated for our default; however, all franchisees in good standing will be able to continue to use the Dirty Dough® Cookies trademarks through the end of the then-current franchise agreement term. The terms and provisions of the license agreement cannot be modified without written authorization from both parties.

Registered Trademarks

The following trademarks, service marks, trade names, logotypes or other commercial symbols listed below are registered or have been filed for registration with the United States Patent and Trademark Office on the Principal Register or they have not been registered, and we claim common rights in them. All required affidavits and renewals have been filed.

Registration/ Serial Number	Mark	Registry	Registration/ Filing Date	Status
5,972,046	DIRTY DOUGH® (word mark)	Principal	January 28, 2020	Active.
97/417,857	 (composite mark)	Principal	May 18, 2022	Under review by the USPTO.

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

Registered Domain Names

We have registered, among many others, the following Uniform Resource Locators (domain names): <https://dirtydoughcookies.com> and www.dirtydough.com. You may not register or own a domain name using our trademark or any derivative of our trademark in a domain name, and you may not create or register any domain name in connection with your franchise business or the franchise system without our prior written permission.

Use of the Trademark

You must use all trademarks in strict compliance with our manuals and the Dirty Dough® Cookies system. You must promptly modify or discontinue the use of a trademark at your cost if we modify or discontinue it, and you have no rights to compensation or otherwise under the franchise agreement if we require you to modify or discontinue using a trademark. You cannot make application for registration for any of our Marks, or for any derivation thereof. You cannot use the name “Dirty Dough” as part of your corporate name, but you must use the name Dirty Dough® Cookies as part of an assumed business name or dba (“doing business as”) registered with the applicable governmental authority. This use is non-exclusive. You cannot make application for registration or other protection of Dirty Dough® Cookies names, derivatives or any other trademark used by us.

You may only use the trademarks with the letters “TM” or “SM” or “®” as appropriate. You cannot use any trademark in the sale of any unauthorized product or service. You cannot use any other trademark as part of your franchise that is not affiliated with us or approved by us. You must follow all security procedures required by us to maintain the secrecy of proprietary information.



Government Determinations Regarding the Trademarks

There are presently no effective determinations by the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court or pending interference, opposition or cancellation proceeding, or pending material litigation involving the trademarks. There are no agreements currently in effect that significantly limit our rights to use or license the use of the trademarks.

Superior Prior Rights

We are unaware of any superior rights that could materially affect your use of the trademarks in your territory.

Infringing Uses

We are unaware of any infringing uses of the trademarks that could materially affect your use of the trademarks in your territory.

Protection Against Infringement

You are obligated to immediately notify us when you learn about an infringement of or challenge to your use of our trademarks. We will have the discretion to take the action we deem appropriate.

We will indemnify you against any legal action by a third party alleging infringement by your use of the trademark, and will reimburse you for all direct damages, but not consequential damages (including, but not limited to, loss of revenue and/or profits,) for which you are held liable in any proceedings arising out of the use of any trademark pursuant to and in compliance with the franchise agreement, and for all costs reasonably incurred by you in the defense of any claim brought against it or in any proceeding in which it is named as a party, provided that you have timely notified us of any claim or proceeding and have otherwise complied with the franchise agreement.

You may not contest, directly or indirectly, our right and interest in our trademarks, names or service marks, trade secrets, methods, and procedures that are part of our business. Any goodwill associated with the trademarks or system belongs to us.

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

You do not receive the right to use an item covered by a patent, and we do not have any pending patent applications with the United States Patent and Trademark Office. We do not own rights to, or licenses in, any patent that is material to the franchise system.

Copyrights

We have not registered our logos, graphic designs, manuals with the United States Copyright Office, but we claim a copyright and consider the information proprietary, and we, or our parent, or an affiliate, claim protected trade secrets and copyrights in parts of our franchise system.

We claim other copyrights in sales literature and marketing materials that we or our franchisees develop for our use and for use by our franchisees, and your use of these materials will be limited to the uses required or allowed by us.

You must modify or discontinue the use of any copyright, at your cost, if we modify or discontinue it, in our reasonable discretion.



We or an affiliate may develop software or apps. In such cases, we claim copyright protection on all such items.

Proprietary Information

You can use the proprietary information in our manuals but only in connection with the system and as authorized by us. The manuals may not be copied. The manuals must be returned to us or permanently deleted by you upon termination of your franchise agreement. Portions of the “system,” including certain processes, recipes, mixes, products, customer lists, etc., are a trade secret or confidential and proprietary to us.

With regards to our proprietary information, the franchise agreement also provides that you will: (a) strictly follow all confidential security procedures required by us; (b) disclose this information to your employees only as needed to market our products and services; (c) not use this information in any other business; (d) exercise the highest degree of diligence to maintain this information as confidential; and (e) promptly notify us if you learn of any unauthorized use of our trade name, trade secrets or proprietary information. Your use of our proprietary information is limited to the uses required or allowed by us.

Agreements Regarding Patents, Copyrights, and Other Intellectual Property

Under a license agreement entered into between Dirty Dough LLC and us in 2021, we were granted the right to use and sublicense the patents, copyrights, and other intellectual property for 50 years. The license may be terminated for our default; however, all franchisees in good standing will be able to continue to use the Dirty Dough® intellectual property through the end of the then-current franchise agreement term. The terms and provisions of the license agreement cannot be modified without written authorization from both parties.

Protection Against Infringement

You must also promptly tell us when you learn about unauthorized use of our copyrights, manuals and any other proprietary information. We are not obligated to take any action but will respond to this information as we believe appropriate. We have the right to control any administrative proceedings or litigation.

We agree to indemnify you against and to reimburse you for all direct, but not consequential (including, but not limited to, loss of revenue and/or profits) damages for which you are held liable in any proceedings arising out of the use of our copyrights, manuals and any other proprietary information pursuant to and in compliance with the franchise agreement, and for all costs reasonably incurred by you in the defense of any claim brought against it or in any proceeding in which it is named as a party, provided that you have timely notified us of any claim or proceeding and have otherwise complied with the franchise agreement.

Improvements to the System

Any improvements you make to the system will be owned by us and considered a “work-made-for-hire” or will otherwise be assigned to us.

Superior Prior Rights

We are unaware of any superior rights that could materially affect your use of the copyrights or patents in your territory.

Infringing Uses

We are unaware of any infringing uses of the trademarks that could materially affect your use of the copyrights or patents in your territory.



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

Participation and “On Premise” Supervision

Your operating principal must work full time and personally participate in the direct operation and supervision of the franchise business. In addition, you must employ a trained manager to assist in the on-site and full-time management of the franchise business. In addition, your operating principal is required to participate in your franchise business as follows: (i) be directly responsible for overseeing all accounting, reporting and bookkeeping, and all financial components of the franchise business; (ii) attend and complete all training and retraining courses required by us; (iii) attend any annual or special meetings of franchisees required by us; (iv) be directly involved with site selection, construction, remodeling; (v) be directly involved in all personnel decisions affecting the franchise business; (vi) conduct frequent inspections of the franchise business operations to ensure the highest standards of professionalism, cleanliness and a general pleasant appearance, and compliance with our approved methods; and (vii) work sufficient hours to operate your franchise or supervise your managers so that your franchise business is operating at maximum capacity and efficiency.

Who Must Attend and Successfully Complete Initial Training

Your operating principal and manager(s) must attend and successfully complete our initial training program.

Restrictions on the On-Premises Supervisor

We do not put a limitation on whom you can hire as your on-premises manager or supervisor.

No Competing Enterprises

Neither you, your operating principal, nor your management employees can have an interest in or business relationship with any competing business during the term of the franchise agreement and must keep free from activities that would be detrimental to or interfere with the operation of your franchise business or detrimental to the franchise system. You, your partners, directors, members, shareholders, and operating principal will be required to sign our standard principal brand protection agreement agreeing to protect and keep confidential our trade secrets and confidential information and to conform with the covenants not to compete described in Item 17 (franchise agreement, exhibit A-4.) Your management employees must sign a brand protection agreement, and that agreement also imposes certain non-competition restrictions. Some states may impose certain restrictions on non-competition agreements. We provide you this form, but it is your responsibility to conform it to the laws and regulations of your state (franchise agreement, exhibit A-5).

Required Operations

You must operate the franchise business 7 days per week, as designated by us (unless waived in writing by us). You are required to be open for a minimum of 10 hours each day between the hours of 10am and midnight. You can choose the 10-hour period of time, but it must be within the required opening window.

Personal Guarantees

Any individual who owns a 20% or greater interest in the franchise business must personally guarantee the performance of all your obligations under the franchise agreement and agree to be personally bound by, and liable for, the breach of every provision of the franchise agreement.



**ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You may provide and sell only those products and services specified and approved by us in writing. We do not currently have any restrictions or conditions that limit access to customers to you may sell goods or services. However, you are not permitted to market in another franchisee's territory (see Item 12). No product or service may be added to, altered, or discontinued by your franchise business unless it is first approved by us in writing. You must offer all products and services required by us. We reserve the right to add, modify, or delete products and/or services that you may offer. There are no limits on our right to do so. You must strictly follow our policies, procedures, specifications, methods, and techniques concerning all of our products and services.

**ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION**

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Franchise or other Agreement	Summary
a.	Length of the franchise term	Section 2.1	The term is 10 years. The franchise term will begin upon signing the franchise agreement and will be extended to coincide with your lease agreement for the premises (for a 10 year lease).
b.	Renewal or extension of the term	Section 2.2	If you are in good standing at the end of the franchise term, you can enter into a new successor franchise agreement for an additional term of 10 years. Your successor agreement may also provide an option to enter into a subsequent successor franchise agreement.
c.	Requirements for franchisee to renew or extend	Section 2.2	In order to renew, you must among other things, not be in default, pay a successor franchise fee, modernize your franchise business to the then-current standards, and sign the then-current successor franchise agreement, which may have materially different terms from the previous agreement, and sign a release (subject to state law). When renewing, you may be required to sign a contract with materially different terms and conditions than your original contract. You are required to give us notice of your intent to renew between 6 and 12 months prior to the expiration of your franchise agreement. (Subject to state law).
d.	Termination by franchisee	Section 11.4	There are no provisions in the franchise agreement that permit you to terminate the franchise agreement. However, some states may allow you to terminate as permitted by state law.
e.	Termination by	Section 11.1	We must have cause to terminate the franchise agreement.



	franchisor without cause		
f.	Termination by franchisor with cause	Section 11.1	We can terminate the franchise agreement if you materially breach and fail to cure. There are certain breaches for which we can terminate without giving you an opportunity to cure. (See (h) below).
g.	“Cause” defined – curable defaults	Paragraphs 11.1 P-W	You have 24 hours to 30 days to cure certain material defaults of the franchise agreement.
h.	“Cause” defined - non-curable defaults	Paragraphs 11.1 A-O	Non-curable defaults include insolvency, bankruptcy, conviction of a felony, fraud, repeated defaults even if cured, harm or threat of harm to the public, abandonment, trademark misuse, intentionally and knowingly refusing to comply with the terms of the franchise agreement and/or system specifications, intentionally, knowingly, or negligently operating the franchise business in violation of applicable laws, rules, and regulations, failure to meet minimum annual gross revenue requirements, etc.
i.	Franchisee’s obligations on termination/non-renewal	Section 12.1	Obligations include complete de-identification, payment of amounts due, compliance with the brand protection agreement, etc., (see also (r) below).
j.	Assignment of contract by franchisor	Section 14.1	There are no restrictions on our right to assign.
k.	“Transfer” by franchisee - defined	Section 14.2	The definition of transfer by you includes the assignment and transfer of contracts, security interests, transfer of ownership interest, the sale of substantially all of your assets, etc.
l.	Franchisor approval of transfer by franchisee	Section 14.2	We must approve all transfers, but we will not unreasonably withhold our approval.
m.	Conditions for franchisor approval of transfer	Sections 14.3 - 14.8	Conditions to transfer include you are not in default, all fees are current, new franchisee qualifies, transfer and training fees are paid, purchase agreement is approved, training for new transferee arranged, new franchisee signs the then-current franchise agreement, a release is signed by you, etc. You must also coordinate with the transferee to ensure coverage at the location during the transferee’s initial training. These conditions are subject to state law. (See state specific addenda.)
n.	Franchisor’s right of first refusal to acquire franchisee’s business	Section 14.9	We can match any offer for your franchise business or business assets within 60 days of written notice to us of the offer.
o.	Franchisor’s option to purchase franchisee’s business	Sections 13.1 and 14.12	Upon termination or expiration of the franchise agreement, we can elect to buy all or part of your business assets at fair market value within 60 days. Additionally, if we receive an offer to acquire a majority of the franchises or an offer to purchase a majority of our assets or stock, or to merge or go public or similar transactions, we have the option

			to purchase all of your rights and interests in and under the franchise agreement and your franchise business at fair market value.
p.	Death or disability of franchisee	Section 14.10	Within 160 days of death or disability of your majority owner or operating principal, your personal representative must be approved, and a new manager must be trained, if applicable, or franchise must be assigned to an approved buyer.
q.	Non-competition covenants during the term of the franchise	Section 16.1	No involvement in competing business anywhere without our written consent. Non-competition provisions are subject to state law.
r.	Non-competition covenants after the franchise is terminated, transferred or expires	Sections 16.3 – 16.4	No competing business for 3 years within your former territory, or within 25 miles of your territory, or within 25 miles of any other Dirty Dough® Cookies franchise, company or affiliate owned Dirty Dough® Cookies business (including after assignment). If you compete within the time period, then this non-compete time period will be tolled and extended for the period of your competition, plus 6 months. Non-competition provisions are subject to state law. For a period of 3 years from termination, transfer, or expiration of your franchise agreement, you may not solicit to or on behalf of a competing business any former customer of your franchise business that you serviced as a Dirty Dough® Cookies franchisee, or customer of ours or of an affiliate or of another Dirty Dough Cookies® franchise with whom you interacted during the term of the franchise agreement.
s.	Modification of the agreement	Section 20.11	Modifications must be made in writing and signed by both parties, but policies and procedures are subject to change by us.
t.	Integration/merger clause	Section 20.10	Only the terms of the franchise agreement are binding (subject to state law). All representations and promises outside the disclosure document and franchise agreement may not be enforceable. No provision in the franchise agreement is intended to disclaim the express representations made in this 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 or mediation	Section 17.2	Except for certain claims, for all disputes, there must be a face-to-face meeting, mediation and arbitration. (See state specific addenda).
v.	Choice of forum	Sections 17.2 and 19.2	All dispute resolution must be held in Salt Lake City, Utah or the county where our then-current headquarters is located. (Subject to state law).



w.	Choice of Law	Sections 19.1 and 19.5	Utah law the Federal Arbitration Act, and the United States Trademark Act apply. (Subject to applicable state law).
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THE FRANCHISE RELATIONSHIP

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

Area Development Agreement

	Provision	Area Development Agreement	Summary
a.	Length of the Area Development Agreement	Section 3.4 & Exhibit B	The term is the negotiated development period and is dependent on the number of units to be developed; as negotiated.
b.	Renewal or extension of the term	Not Applicable	
c.	Requirements for developer to renew or extend	Not Applicable	Subject to state law.
d.	Termination by developer	Not Applicable	Rights to terminate are subject to state law.
e.	Termination by franchisor without cause	Not Applicable	We must have cause to terminate the area development agreement.
f.	Termination by franchisor with cause	Section 9.1	We can terminate only if you are in default of your agreement.
g.	“Cause” defined – curable defaults	Sections 9.1.2, 9.1.3 and 9.1.4	You have 5 days to 45 days to cure certain material defaults of the area development agreement.
h.	“Cause” defined – non-curable defaults	Section 9.1.1	Non-curable defaults: insolvency, repeated defaults even if cured, abandonment, your obligations under the area development agreement; if you, for 4 consecutive months, or any shorter period that indicates an intent by you to discontinue your development of units within the development area, and termination of any of your franchise agreements, etc.
i.	Developer’s obligations on termination/non-renewal	Section 10	You may continue as a franchisee pursuant to your signed franchise agreements. In the event we terminate your area development agreement, you may continue to own and operate all units that you have developed and that are in compliance and not in default and each unit continues to faithfully perform the terms of each franchise agreement.
j.	Assignment of contract by franchisor	Article 11	No restrictions on our right to assign including merger with, acquisition by, or sale to a competing company



k.	"Transfer" by developer - defined	Article 11	Includes assignment and transfer of contracts, security interests and ownership change.
l.	Franchisor approval of transfer by developer	Article 11	We have the right to approve all transfers but will not unreasonably withhold approval.
m.	Conditions for franchisor approval of transfer	Article 11	You are not in default, transferee is trained and signs the then-current area development agreement, and a release signed by you.
n.	Franchisor's right of first refusal to acquire developer's business	Article 11	We can match any offer for your area development business within 60 days of written notice to us of the offer.
o.	Franchisor's option to purchase franchisee's business	Not Applicable	
p.	Death or disability of developer	Article 11	The heirs or personal representative will have the right to continue to fulfill the area developer's obligations under the agreement; provided that a personal representative approved or area development agreement must be assigned to approved buyer within a reasonable time, not to exceed 160 days.
q.	Non-competition covenants during the term of the Area Development Agreement	Article 11	No involvement in a competing business. Non-competition provisions are subject to state law.
r.	Non-competition covenants after the developer is terminated, transferred or expires	Article 11	No competing development business for 3 years within 50 miles of your development area or within 25 miles of another then-existing Dirty Dough® Cookies franchise or company or affiliate owned business (including after assignment). If you compete within the time period then this non-compete time period will be tolled and extended for the period of your competition, plus 6 months. Non-competition provisions are subject to state law. For a period of 3 years from termination, transfer, or expiration of your franchise agreement, you cannot divert or attempt to divert any business or customer from us, an affiliate, or our franchisees, or injure our goodwill.
s.	Modification of the agreement	Article 11	Modifications must be made in writing and signed by both parties; policies and procedures are subject to change by us.
t.	Integration / merger clause	Article 11	Only the terms of the area development agreement are binding (subject to state law). All representations and promises outside the disclosure document and area development agreement may not be enforceable. No provision in any franchise agreement is intended to disclaim the express representations made in this franchise disclosure document.

u.	Dispute resolution by arbitration or mediation	Article 11	Except for certain claims, for all disputes there must be a face-to-face meeting, mediation and arbitration. (See state specific addenda).
v.	Choice of forum	Article 11	Arbitration must be in Salt Lake City, Utah. Litigation, if any, must be in Salt Lake City, Utah. (Subject to state law – see state specific addenda).
w.	Choice of Law	Article 11	Utah law, the Federal Arbitration Act and the United States Trademark Act apply. (Subject to state law – see state specific addenda).

**ITEM 18
PUBLIC FIGURES**

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

**ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS**

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

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 Jill Summerhays at 632 N. 2000 W. Unit 110, Lindon, Utah 84042, 801-420-0215, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1
Systemwide Outlet Summary
For Years 2020 to 2022**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	0	0	+0
	2021	0	0	+0
	2022	4	13	+9
Company Owned	2020	0	1	+1
	2021	1	1	+0
	2022	1	0	-1
Total Outlets	2020	0	1	+1



Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
	2021	1	1	+0
	2022	5	13	+8

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years 2020 to 2022

State	Year	Number of Transfers
Utah	2020	0
	2021	0
	2022	3
Total	2020	0
	2021	0
	2022	3

Table No. 3
Status of Franchised Outlets
For Years 2020 to 2022

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
Arizona	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
Ohio	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Oklahoma	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Utah	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	4	5	0	0	0	0	9
Total	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	4	9	0	0	0	0	13



Table No. 4
Status of Company-Owned Outlets²
For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Arizona	2020	0	1	0	0	0	1
	2021	1	1	0	0	0	1
	2022	1	0	0	0	1	0
Total	2020	0	1	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	1	0

Table No. 5
Projected Openings as of December 31, 2022¹

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Arizona	4	0-10	0
California	6	0-20	0
Colorado	3	0-6	0
Florida	8	0-10	0
Georgia	1	0-2	0
Idaho	3	0-8	0
Nebraska	1	0-5	0
Nevada	3	0-6	0
New Jersey	1	0-5	0
New Mexico	2	0-6	0
North Carolina	1	0-5	0
North Dakota	2	0-5	0
Ohio	2	0-7	0
Oklahoma	1	0-5	0
Pennsylvania	0	0-4	0
South Carolina	0	0-2	0
Tennessee	3	0-8	0
Texas	15	0-20	0
Utah	11	0-10	0
Virginia	0	0-2	0
Wyoming	1	0-3	0
<u>Total</u>	68	0-155	0

¹ In total, 215 units have been reserved either under a single franchise agreement or as part of an area development agreement. Only the single franchise agreements with multiple units and the first unit in an area development agreement have been listed here, but Exhibit “D” has the full list for states and territories where these 215 units have been reserved. In 2023, franchisees wishing to develop more than one unit must sign an area development agreement.

List of Franchisees

Exhibit “D” contains a list of our current franchisees. Exhibit “D” also contains a list of franchisees who have had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Disclosure of Franchisee Information

If you invest in this franchise, your contact information and financial information may be disclosed in our disclosure document.

Sale of Previously Owned Outlet

We are not selling a previously owned franchised outlet now under our control.

Confidentiality Agreements

During the last 3 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 franchise system.

Franchisee Organizations

We do not know of any trademark specific franchisee organization associated with our system that is required to be disclosed in this Item.

ITEM 21 FINANCIAL STATEMENTS

Our fiscal year ends on December 31 of each year. Attached as Exhibit “C” are our audited financial statements for the period dated December 31, 2022, our reviewed balance sheet statement dated December 31, 2021, our unaudited opening balance sheet statement dated October 11, 2021, along with our unaudited interim financials dated April 17, 2023, for the period of January 1, 2023, through April 17, 2023.

ITEM 22 CONTRACTS

We have attached the following contracts: as Exhibit “A,” the Franchise Agreement and its Exhibits; as Exhibit “G,” the Area Development Agreement; as Exhibit “H,” the Deposit Agreement; and as Exhibit “I,” the Form Release Agreement. All other contracts and agreements are to be entered into with persons of your choice and therefore cannot be attached.

ITEM 23 RECEIPT

The last 2 pages of this disclosure document contain a receipt, in duplicate. The receipt is a detachable acknowledgement that you have received this Franchise Disclosure Document. Both receipts should be signed and dated by you. One copy should be returned to us, and you should keep the other for your records. If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated receipt either by mailing it to us at 632 N. 2000 W. Unit 110, Lindon, Utah 84042 or by emailing it to us at franchise@dirtydoughcookies.com.



**ADDENDUM TO THE DIRTY DOUGH® COOKIES FDD
STATE REGULATIONS**

**SCHEDULE "A-1"
TO THE FDD**



STATE REGULATIONS FOR THE STATE OF CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

1. The California Franchise Investment law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the disclosure document.
2. The California Franchise Relations Act, 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 California law, California law controls.
3. 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.)
4. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be fully enforceable under California law.
5. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
6. The franchise agreement requires binding arbitration. The arbitration will occur at Salt Lake City, Utah with the costs being borne by you for travel to, and lodging in, Salt Lake City, Utah and other costs associated with arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and Federal laws (this or these as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 128a, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
7. The franchise agreement requires application of the laws of Utah, but the California franchise laws may prevail in some instances. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California laws.
8. You must sign a general release if you transfer, renew or terminate your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).
9. Neither franchisor nor any person listed in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling this or these persons from membership in such association or exchange.
10. Section 31125 of the California Corporations Code requires the Franchisor to give the franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, before a solicitation of a proposed modification of an existing franchise.
11. Our website at www.dirtydoughcookies.com has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov
12. The franchise agreement provides for waiver of a jury trial. This may not be enforceable in California.



13. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

14. Item 5 is amended to include the following: "Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until after all initial obligations owed to the franchisee under the franchise agreement or other agreements have been fulfilled by the franchisor and the franchisee is open for business."

15. Item 6 under Late Fees is amended to include the following: "The highest interest rate allowed in California is 10% annually."



INFORMATION FOR RESIDENTS OF HAWAII

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

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

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

Registered agent in the state authorized to receive service of process:

Department of Commerce and Consumer Affairs
Business Registration Division
Commissioner of Securities
335 Merchant St., 2nd Floor
Honolulu, HI 96813



SCHEDULE 2

ADDENDUM TO THE DISCLOSURE DOCUMENT FOR THE STATE OF HAWAII

1. The Hawaii franchise investment law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the disclosure document.
2. Hawaii Revised Statutes, Title 26, Chapter 482E, Section 482E-6 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with Hawaii law, the law will control.
3. 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.)
4. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under Hawaii law.
5. The franchise agreement requires application of the laws of the State of Utah. This provision may not be enforceable under Hawaii law.
6. The franchise agreement requires *you* to purchase certain goods from designated sources of supply. This provision may not be enforceable under Hawaii law unless such restrictive purchasing agreements are reasonably necessary for a lawful purpose justified on business grounds.
7. Upon termination or refusal to renew the franchise, Hawaii law requires that the franchisee be compensated for the fair market value of the franchisee's inventory, supplies, equipment and furnishings purchased from the franchisor or a supplier designated by the franchisor; provided that personalized materials which have no value to the franchisor need not be compensated for. If the franchisor refuses to renew a franchise for the purpose of converting the franchisee's business to one owned and operated by the franchisor, the franchisor, in addition to the remedies provided in this paragraph, shall compensate the franchisee for the loss of goodwill. The franchisor may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of the franchisee's inventory, supplies, equipment, and furnishings pursuant to this requirement, and may offset from such compensation any monies due the franchisor.

Effective Date _____



**ADDENDUM TO THE FDD
FOR THE STATE OF FOR THE STATE OF ILLINOIS**

Illinois Law governs the franchise agreement(s).

ITEM 5 of the Disclosure Document is amended to add the following: Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, 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.

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

FRANCHISEE:

FRANCHISOR:

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

STATE REGULATIONS FOR THE STATE OF INDIANA

Notwithstanding anything to the contrary set forth in the disclosure document, the following provisions shall apply to all franchises offered and sold in the State of Indiana:

1. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement, shall apply to the franchise agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

2. Liquidated damages and termination penalties are prohibited by law in the State of Indiana and, therefore, the disclosure document and franchise agreement are amended by the deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein:

“Notwithstanding any such termination, and in addition to the obligations of the Franchisee as otherwise provided, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, the Franchisee nevertheless shall be, continue and remain liable to Franchisor for any and all damages which Franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on the part of the Franchisee for the unexpired Term of the Franchise Agreement.

At the time of such termination of the Franchise Agreement, the Franchisee covenants to pay to Franchisor within 10 days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney’s fees) incurred by Franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Term of the Franchise Agreement. This Agreement does not constitute a waiver of the Franchisee’s right to a trial on any of the above matters.”

3. No release language set forth in the disclosure document or franchise agreement, shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

4. To the extent required by the franchise laws of the State of Indiana, the franchise agreement will be construed in accordance with the franchise laws of the State of Indiana.

5. The provisions of the franchise agreement pertaining to litigation jurisdiction and venue shall be amended to be within the scope of the requirements of the Indiana Franchise laws.



ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND

Special Risks to Consider about This Franchise.

- **Short Operating History**. The franchisor is at an early stage of development and has limited operating history. The franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
- **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 you and your spouse's personal and marital assets, perhaps including your house, at risk if your franchise fails.
- **Unregistered Trademark**. The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and can reduce brand recognition of the products or services you offer.

ITEM 5 of the Disclosure Document is amended to add the following:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

ITEM 17 of the Disclosure Document is amended to add the following:

- The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
- A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
- Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
- Maryland law shall prevail.
- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law.
- The Statement of Prospective Franchisee is amended to state: "All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."



IN WITNESS WHEREOF, and by their signatures below, the Parties hereto acknowledge that they have read, understand and agree to all of the terms and provisions of this Agreement and have caused this Agreement to be effective as of the date listed above with the full authority of the Company principal they represent.

FRANCHISOR:

DIRTY DOUGH FRANCHISING LLC

By: _____
(Signature)

Name: _____

Title: _____

FRANCHISEE:

_____, **LLC/Inc.**

By: _____
(Signature)

Name: _____

Title: _____

**STATE REGULATIONS
FOR THE STATE OF NEW YORK**

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR 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 THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, 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.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend,**" and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":



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.

4. 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.

5. 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



STATE REGULATIONS FOR THE STATE OF NORTH DAKOTA

The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

1. ITEM 17 of the Disclosure Document is amended as follows:
 - No general release shall be required as a condition of renewal and/ or transfer which is intended to exclude claims arising under North Dakota Franchise Investment Law Section 51-19-09.
 - In case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees.
 - The statute of limitations under North Dakota Law will apply.
 - Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.
 - A provision requiring litigation or arbitration to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.
 - In the event of a conflict of laws, North Dakota Law will control.
 - Franchisee may not assent to a waiver of rights to a jury trial, waiver of rights to exemplary or punitive damages, or waiving his rights to any procedure, forum, or remedies provided for by the laws of North Dakota, or consenting to liquidated damages, termination penalties or judgment notes.

2. ITEM 5 of the Disclosure Document is amended to add the following:
 - "Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until such time as the franchisor has fulfilled its initial obligations owed to the franchisee under the franchise agreement and the franchisee has commenced doing business pursuant to the franchise agreement."



**STATE REGULATIONS
FOR THE STATE OF RHODE ISLAND**

The following language applies to any franchise agreement issued in the State of Rhode Island:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act dictates that, "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act."

Section 19-28.1-15 of the Rhode Island Franchise Investment Act states that, "A condition, stipulation or provision requiring a franchisee to waive compliance with or relieving a person of a duty or liability imposed by a right provided by this Act or a rule or order under this Act is void. An acknowledgement provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act."



**STATE REGULATIONS
FOR THE STATE OF SOUTH DAKOTA**

ITEM 5 of the Disclosure Document is amended to add the following:

“Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until after all initial obligations owed to the franchisee under the franchise agreement or other agreements have been fulfilled by the franchisor.”



STATE REGULATIONS FOR THE COMMONWEALTH OF VIRGINIA

By statute under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchisee to surrender any right give to him by any provision contained in the franchise. Accordingly, the Division requests that the franchisor add a Virginia Addendum to the FDD containing the following statements:

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

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for [insert franchisor name] for use in the Commonwealth of Virginia shall be amended as follows:

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 and area developer 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.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the franchise agreement and area developer agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.



**ADDENDUM TO THE FDD
FOR THE STATE OF 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 the 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.

Section 2 of the Form General Release Agreement (Exhibit "I" to the franchise disclosure document) is hereby omitted and not applicable in the state of Washington.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

FRANCHISEE



**ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF WISCONSIN**

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.
2. The following shall apply to Franchise Agreements in the State of Wisconsin:
 - a. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the "Act"), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.
 - b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section VIII of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.



EXHIBIT "A"
TO THE FDD
FRANCHISE AGREEMENT





FRANCHISE AGREEMENT

By and Between

DIRTY DOUGH FRANCHISING LLC

and

(Franchisee)

**DIRTY DOUGH® COOKIES
FRANCHISE AGREEMENT**

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**DIRTY DOUGH FRANCHISING LLC
FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT (“Agreement”) is entered into and made effective as of _____ by and between **DIRTY DOUGH FRANCHISING LLC**, a Utah limited liability company (“Franchisor” or “We,” “Us” or “Our” as further defined in Article XXI below) and _____ (“Franchisee” or “You” or “Your” as further defined in Article XXI below).

WHEREAS, We have developed a system for the operation of a cookie and other dessert business known as Dirty Dough® Cookies, utilizing the Marks and System, and offering to the public cookies and other desserts, and other related products and services (“Franchise Business” or “Dirty Dough® Cookies Business”); and

WHEREAS, You are desirous of entering into an agreement with Us so as to be able to obtain the rights to operate a Franchise Business using the System.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

**ARTICLE I
AWARD OF FRANCHISE**

1.1 Award of Franchise. We hereby grant to You, and You accept, subject to the terms, conditions and obligations herein, the non-exclusive, non-sublicensable personal right to establish and conduct a Franchise Business as a Dirty Dough® Cookies franchisee and the right to use the System and the Marks only as specifically set forth herein. This right is granted for use only at a single location approved by Us (“Premises”) within Your Territory listed on Exhibit “A-1” (“Territory”). You must operate Your Franchise Business in strict compliance with the terms and conditions of this Franchise Agreement and the Manuals. If You purchase a mobile trailer unit franchise, You must agree to and sign the terms of the Mobile Trailer Unit Addendum (see Exhibit “A-10”). You must operate Your Franchise Business in strict compliance with the terms and conditions of this Franchise Agreement and the Manuals.

1.1.1 Territory Rights. Except as set forth in this Agreement, during the term of this Agreement, We will not establish or operate a traditional company-owned outlet or grant to any person or entity a franchise within the Territory using the same or similar System as that licensed by this Agreement.

1.1.2 Territory Adjustment. We have the right to adjust the boundaries of Your Territory if the population in Your Territory increases by 50,000 or more as measured from the date of this Agreement. We also have the right to adjust the boundaries of Your Territory based on inadvertent error in the creation of Your Territory, or in an effort to more accurately reflect the target population after Your Premises have been selected and approved, or for other reasons that We may specify from time to time in the Manuals.

1.1.3 Annual Minimum Revenue. Your rights under this Agreement are dependent upon Your achievement of an annual minimum revenue volume. Specifically, after Your Franchise Business has been open for one year, You are required to achieve minimum annual revenue quotas as set forth in Exhibit “A-3” of this Agreement. If You do not achieve the minimum revenue in Your Territory, You will be given a notice of default and a set period to cure



by being on pace to hit the minimum Gross Sales during this time. If You do not cure within the cure period, We have the right to terminate or sell Your franchise. We also have the right to allow You to continue to operate Your Franchise Business under the terms of this Agreement while We sell Your franchise. If We sell Your franchise, We are entitled to a fee equal to 10% of the sales price to compensate Us for time and expenses to sell Your franchise. You or the buyer are required to pay the required transfer fee and training fee to train the new franchisee. If We have not sold or terminated Your franchise within 12 months of Us giving You notice of Your second consecutive default, You may cure the default by being on pace to achieve the minimum Gross Sales by the end of that 12-month period.

1.1.4 Territory Adjustment. In Our sole discretion and which approval can be withheld for any reason whatsoever, You may have the right to adjust the boundaries of Your Territory. You must request moving Your Territory in writing and give us at least 180 days' notice of Your desire to move Your Territory boundaries. In Our sole discretion, You may be required to attend an initial training program if You seek to adjust Your Territory. You must pay Us a Territory Adjustment Fee to cover Our costs to review Your request. See Exhibit "A-3." In addition, each of the terms for relocation of Your Premises also apply as more fully set forth below in Section 4.5, Including the required relocation fee.

1.1.5 Catering. You have the right to provide catering services and home delivery within Your Territory. However, You must receive Our prior written approval to provide any catering services or home delivery outside of Your Territory, and unless otherwise clearly indicated, such approval will only apply to a specific event, and You must seek Our prior written approval each time You desire to cater or deliver outside of Your Territory. No course of conduct of providing catering services or home delivery outside of Your Territory will be construed as expanding Your Territory.

1.2 Scope of Franchise Operations. You must at all times comply with Your obligations hereunder and must continuously use Your best efforts to promote and operate Your Franchise Business.

1.3 Our Reservation of Rights. All rights not specifically granted to You in this Agreement are reserved to Us. You expressly acknowledge and agree that this license is non-exclusive, and that We retain, among other rights, the right, in Our sole discretion: 1) to establish and license others to establish and operate Dirty Dough® Cookies businesses outside the Your Territory; 2) to operate and license others to operate businesses anywhere that do not operate under the Dirty Dough® Cookies brand name; and 3) to use the Marks in connection with the manufacture and sale of products at wholesale and at retail.

1.3.1 Non-Traditional Outlets. We reserve the right to open or sell franchises for outlets located in non-traditional locations within Your Territory. These outlets may include locations at convention centers, sporting arenas, airports, and other similar locations.

1.4 Restriction of Territory Rights. The rights and privileges granted to You under this Agreement are personal in nature. This Agreement is granted solely for the operation of a Franchise Business at the Premises and do not extend to the operation of a Franchise Business or any other use of the System from any other location within or outside Your Territory, or in any other manner, except as may be allowed by this Agreement and Our Manuals. You may only service customers at the Premises. You cannot operate any other business from the Premises other than the Franchise Business. You are not permitted to target Market or sell to customers in another franchisee's territory. Nonetheless, You may market and sell products and services outside of Your Territory if such territory has not been granted to another franchisee or is not a



company owned territory. However, if You develop customers in an area that is later granted to another franchisee, those customers and orders will be transferred to that franchisee.

1.5 National Accounts. We expressly reserve the right to sell, market, and distribute the Dirty Dough® Cookies products and related products to all National Accounts, both within and without Your Territory. We also reserve the right to allow You to manage a National Account in Your Territory. A “National Account” is defined as a company with multiple units or outlets located in more than one geographical area or territory. We will designate if and how franchisees will sell or service National Accounts.

1.6 Rights to Use Channels of Distribution. We and Our affiliates expressly reserve the right Market in Your Territory and elsewhere using Marketing strategies and distribution channels Including, websites, the Internet, Social Media, smartphone apps, direct marketing, direct sales, retail locations, and wholesale locations. We do not pay You for soliciting or accepting orders for any products or services We make inside Your Territory.

ARTICLE II TERM AND SUCCESSOR FRANCHISE

2.1 Term. This Agreement will be effective when executed by both You and Us. The franchise term will be for a period of 10 years unless terminated earlier pursuant to Article XI herein. However, at the time You sign a lease for the Premises, the term of this Agreement will be extended to coincide with the expiration date for Your Lease, so long as such Lease is approximately 60 months and does not otherwise extend the term of this Agreement more than 12 months unless otherwise agreed in writing by Us. If We are required by law or otherwise to give You notice before the Termination of this Agreement and fail to do so, this Agreement will remain in effect from month-to-month until We have given the required notice.

2.2 Successor Franchise. You have the right to be awarded a successor franchise (“Successor Franchise”) upon the expiration of the original term for an additional term of 10 years if all the following conditions are met at the time You elect to renew: 1) You are not in default of this Agreement; 2) You have complied with and timely met material terms and conditions of this Agreement throughout the initial term; 3) You have complied with Our material operating and quality standards and procedures and any required modification to such standards and procedures; 4) You have timely paid all monetary obligations owed to Us during the term of this Agreement; 5) You are not subject to any pending litigation or governmental proceeding which could have a material adverse effect upon You or Your Franchise Business; and 6) You give Us written notice of Your intent to renew at least six months and not more than 12 months prior to the expiration date of this Agreement. Your failure to give such notice will constitute an election not to enter into a Successor Franchise Agreement (defined below). If You fail to enter into a Successor Franchise Agreement for any reason but continue to operate Your Franchise Business, at Our election, You will be deemed to have renewed on a month-to-month basis, requiring You to abide by Our then-current Fees. In addition to Our rights to terminate as set forth in Article XI, Your month-to-month Franchise Business may be terminated by Us upon 30 days’ prior written notice to You for any reason whatsoever.

2.2.1 Commencement Date for Successor Franchise Term. Unless another date is specified in a Successor Franchise Agreement, which date will supersede, said Successor Franchise term, Including, any month-to-month term, will commence on the day following the expiration date of the initial or applicable Successor Franchise term.



2.2.2 Notice of Non-Approval. Upon receiving Your election to enter into a Successor Franchise, We will have 45 days to provide written notice in the event You do not qualify for a Successor Franchise or as otherwise required by law.

2.2.3 Successor Franchise Agreement. If approved as a Successor Franchise, You must execute Our then-current form of Our successor franchise agreement (“Successor Franchise Agreement”). The Successor Franchise Agreement Includes personal guarantees and a general release of all claims against Us arising from this Agreement, the relationship created herein, and Your Franchise Business. If You fail to execute such a release, the signing of the Successor Franchise Agreement will be the equivalent of the granting of such a release. The Successor Franchise Agreement will supersede in all respects the terms and conditions of this Agreement, and You will be obligated to pay royalties and other continuing Fees at the then-existing levels required to be paid by new franchisees. You must sign and return to Us the Successor Franchise Agreement within 90 days prior to the expiration of this Agreement, or You will, at Our election, be deemed to have withdrawn Your request to enter into a Successor Franchise Agreement, and this Agreement will Terminate at the expiration of the term then in effect. **It is acknowledged by You that You will be bound by the form of the Successor Franchise Agreement in effect at the time which may contain Fees and charges, territorial, and other changes in material provisions different from those contained in this Agreement, Including terms affecting payments to Us or Our affiliates.**

2.2.4 Successor Franchise Fee. If approved for a Successor Franchise, You shall pay to Us a non-refundable Successor Franchise Fee set forth in Exhibit “A-3,” payable in full at the time of execution of the Successor Franchise Agreement.

2.2.5 Upgrading Your Franchise Business. As a condition to Our approval of the Successor Franchise Agreement, at Your expense, You shall reasonably renovate, remodel, redecorate, redesign, refixture, upgrade, and/or otherwise refurbish Your Franchise Business and Premises to the extent and in the manner specified by Us to conform with and bring it up to the standards and image of a new Dirty Dough® Cookies business being opened at the time the Successor Franchise Agreement takes effect. Unless otherwise waived by Us, such improvements must be made within six months of signing the Successor Franchise Agreement. You will make all necessary arrangements to continue the occupancy of Your existing Premises through the Successor Franchise term(s) unless We give written permission to relocate Your Premises.

2.2.6 Successor Franchise Training. As a condition to Us approving You entering into a Successor Franchise Agreement, Your Operating Principal and/or other key personnel may also be required to attend and successfully complete trainings, certifications and other programs at such times and locations as We specify. You may be required to cover the expense of travel, meals, lodging, and other related costs for such training and certifications.

ARTICLE III INTELLECTUAL PROPERTY

3.1 Intellectual Property and Confidential Information. You acknowledge that: 1) We have the sole rights in and to the Intellectual Property and Confidential Information; 2) Your right to use the Intellectual Property and Confidential Information, including trade secrets, is granted by Us solely pursuant to the terms of this Agreement; and 3) as between You and Us, We have the sole right to license and control Confidential Information and Intellectual Property. Our Intellectual Property and Confidential Information provided to You by or through Us will remain Our sole property.



3.2 Use of Confidential Information and Intellectual Property. You have a non-exclusive right to use the Confidential Information and Intellectual Property and only in connection with Your Franchise Business and in accordance with Our Manuals and this Agreement. You understand and agree that the use of Our Confidential Information, Intellectual Property, and goodwill are all temporary benefits and expire with the Termination of this Agreement. You expressly covenant that during the term of this Agreement and after the Termination thereof, not to: 1) directly or indirectly contest or aid in contesting the validity of Our ownership of, or rights in, the Confidential Information or Intellectual Property; 2) in any manner interfere with or attempt to prohibit Our use of the Confidential Information or Intellectual Property and derivatives thereof or any other name, trademark or service mark that is or becomes a part of Our System; or 3) interfere with the use of Our Confidential Information or Intellectual Property by Our other franchisees or licensees at any time.

3.2.1 Trade Secret Information: Trade Secret Information is also part of Confidential Information and includes recipes from Dirty Dough® Cookies, whether written or oral, for use in the foods Dirty Dough® Cookies serves to customers and clients and the public as a whole, not being generally known and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of reasonable efforts by the Dirty Dough® Cookies and its affiliates to maintain its secrecy.

3.2.2 Non-Disclosure of Trade Secret Information. You and Your employees, ownership, agents and affiliates, shall not disclose any Trade Secret Information to any individual except for those needed to produce any products authorized to provide from Us. Specifically, We agree that only Your designated on-site manager shall be allowed to review the Trade Secret Information. Any other individuals that need to review the Trade Secret Information not identified in this Agreement needs written consent from Dirty Dough® Cookies and the basis as to why it needs to review the Trade Secret Information as well as the name and title of the individual. Any written Trade Secret Information given to the individuals identified in this section shall be sent via an encrypted file that shall be password protected and only the individuals identified in this section shall have access to or know the password. The individuals identified in this section shall ensure no other individuals of Recipient shall know or have access to the password. The individuals identified in this section shall ensure that upon receipt of any electronic Trade Secret Information, that it remains in an encrypted password protected folder, one a separate password, protected USB drive, that has no other information saved on it, without divulging the password to any individuals not identified in this section. The Trade Secret Information may not be saved on any server, computer hard drive or mobile phone of Recipient or its employees and affiliates and can only be accessed through the USB drive. If the Trade Secret Information is sent via email, the Trade Secret Information must saved on the USB drive and must be encrypted with a password and then the email must be immediately deleted. If any of the named individuals in this section receives a hard copy of the Trade Secret Information, or on a USB drive, that information shall be place in a folder, or box, that is clearly marked in red on the front of the folder or box: CLASSIFIED FOR REVIEW OF On-Site Manager only. The individuals in this section shall keep any hard copy of the Trade Secret Information physically locked and secured where no other individual not named in this section shall have access to it and access to the means to unlocking the secured space. If any of the named individuals writes down the Trade Secret Information, if Senor Pollo gives the Trade Secret Information to the named individuals orally, or if it makes a copy from a hard copy or electronic copy, it must first have the written permission of Dirty Dough® Cookies to write down the Trade Secret Information. Any information an individual writes down also must be kept secret under the same procedures identified in this section for hard copies and electronic copies of the Trade Secret Information. Once the individual no longer works as an on-site manager, it must destroy only disclose the Trade Secret Information and how to access it to the new on-site manager after written permission is given from Us to do so. If this Agreement is Terminated, You



must destroy all Trade Secret Information within 24 hours of Termination, or if We direct you to destroy any Trade Secret Information during this Agreement.

3.3 Our Marks. You acknowledge that as between You and Us, the Marks and derivatives thereof are valid trade names, trademarks and service marks owned by Us or licensed to Us.

3.4 Use of Marks and System. You have the non-exclusive right to use Our Marks and the System as directed by Us. You shall only use Our Marks licensed by this Agreement and only with the letters “TM,” “SM” or “®,” as appropriate, approved and as instructed by Us, whenever and wherever such Marks are used. You shall not use Your own name or any other name service or product in connection with any of Our Marks without Our prior written consent. You are prohibited from using any Mark in connection with the performance or sale of any unauthorized service or product. You cannot use the Marks or System in any manner, or otherwise take any action (or inaction) that would or may cause the Marks or the System to be subject to any ill repute or negative publicity. You cannot use the Marks on any intercompany documents to identify Your Franchise Business or entity (Including in or on employee manuals, handbooks, emails, letterhead) or on business checks or bank accounts. All communications with Your employees must be under Your entity name.

3.4.1 Cooperation. You shall execute any and all additional papers, documents and assurances in connection with the Marks as reasonably requested by Us and agree to cooperate fully with Us and any of Our other franchisees or licensees in securing all necessary and required consents of any state agency or legal authority for the use of the Marks or any other name, trademark, service mark, logo or slogan that is now or later becomes a part of Our System. You shall immediately notify Us as soon as You become aware of any infringement or apparent or alleged infringement of the Marks, Our Confidential Information, or any part of Our Intellectual Property. You may not contest, directly or indirectly, our right and interest in Our Intellectual property that are part of Our System.

3.4.2 Use in Marketing. The use of the Marks in Marketing is set forth in Article X.

3.4.3 Modification of Marks. We have the right, in Our reasonable discretion, to require You to change, modify or discontinue the Marks or to use one or more additional trademarks, service marks, logo types and/or other symbols in connection with the operation of the Franchise Business. In that event, You must bear the cost of using such additional or modified Marks or items in accordance with Our reasonable directives.

3.4.4 No Registration. You cannot make an application for registration, domain name, or other protection of any of the Marks, or any other trademarks, service marks, symbols, names, slogans, logos, trade names or any items that are similar or derivatives therefrom in any jurisdiction without Our prior written consent and then only upon the terms and conditions specified by Us in connection therewith.

3.4.5 Use Indemnification. We will indemnify You against and to reimburse You for all direct, but not consequential (including, but not limited to, loss of revenue and/or profits,) damages for which You are held liable in any proceedings arising out of the use of any trademark pursuant to and in compliance with this Agreement, and for all costs reasonably incurred by You in the defense of any claim brought against You or in any proceeding in which You are named as a party, provided that You have timely notified us of any claim or proceeding and have otherwise complied with this Agreement.



3.5 Copyrights. All rights, title and interest in and to Copyright Materials are Our sole and exclusive property and cannot be reproduced or replicated either during or after this Agreement. You have no right to make any direct or indirect use of the Copyrighted Materials except as allowed under this Agreement. Notwithstanding the above, as of the date of this Agreement, an unrelated third party claims copyright ownership in our current Dirty Dough logo. You may be required to change the logo (Including on signage and Marketing) and stop all use of the current logo at Our request.

3.6 Sole Control. As between You and Us, We will have the sole control over any legal or administrative action concerning the Confidential Information or Intellectual Property. You must promptly notify Us in writing of any unauthorized use of Our Confidential Information and Intellectual Property, or of any claim, demand or suit by any person, corporation or other entity based upon or in connection with any of Our Confidential Information or Intellectual Property licensed hereunder in which We have an interest. In the event We undertake the defense or prosecution of any litigation pertaining to any Confidential Information or Intellectual Property, You must execute any and all documents and do such acts and things as may, in the opinion of Our counsel, be necessary to carry out such defense or prosecution. If We fail to undertake action within a reasonable time after receipt of Your notice regarding any such claim, demand or suit, then You may, with Our prior written consent (but You will not have the obligation), undertake the defense of any such proceeding and will do so at Your sole cost and in strict coordination and oversight with Us. You may not do any act or make any claim which is contrary to or in conflict with Our rights in Our Confidential Information or Intellectual Property.

3.7 Goodwill. You acknowledge that valuable goodwill is attached to the Marks and System, and that We have invested and continue to invest time and capital into promoting the System and that such promotion creates goodwill and customer association which benefits Us, You, and all other franchisees in the System. Furthermore, even goodwill associated with the Marks and System that might be deemed to have arisen through Your activities is Our sole property and inures directly and exclusively to Our benefit, except as otherwise provided herein or by applicable law.

3.7.1 Customer Data. All Customer Data is Our sole property and inures directly and exclusively to Our benefit. You have a royalty-free, non-exclusive right to use the Customer Data during the term of this Agreement. You must gather, upload, and/or store all Customer Data as required by Us. To the extent that We do not otherwise have access. You must provide Us copies of all Customer Data upon request. You must abide by all applicable laws pertaining to the privacy of consumer, employee and transaction information, and do not contact laws. If We allow You to use the Customer Data to transmit advertisements to customers and potential customers, You are solely responsible to comply with the laws pertaining to calling or texting customers, the sending of emails, or any other transmission of information, Including any anti-spam legislation.

3.8 Fictitious Business Name. You must not use Our Marks or any other name similar thereto in the name of any partnership or entity owned or formed by You, whether to own or operate Your Franchise Business or any other business activities. However, within 30 days of signing this Agreement, You must file for a certificate of assumed or fictitious name or a “doing business as” name (“DBA”) using our Marks as designated by Us, in the manner required by state law, so as to notify the public that You are operating Your Franchise Business as an independent business pursuant to this Agreement and You must Include Your assigned franchise designation in such filing. You must provide Us with a copy of Your DBA registration and/or certificate upon receipt of the same, and upon Our request from time-to-time.



3.9 Maintaining Secrecy. You shall: 1) fully and strictly adhere to all security procedures prescribed by Us in Our sole discretion for maintaining the secrecy of Our Confidential Information; 2) disclose such information to Your employees only to the extent necessary to Market Our products and services and for the operation of the Franchise Business in accordance with this Agreement; 3) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Us; and 4) exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the term of this Agreement.

3.10 Changes to the System. You shall fully disclose all Innovations to Us, without disclosing the Innovation to others and shall obtain Our written approval before using or implementing an Innovation. All Innovations are owned by Us and shall be considered a “work-made-for-hire.” If all or part of any Innovation that You create is for any reason deemed not to be a work-made-for-hire, then You hereby irrevocably transfer and assign to Us or Our affiliate, all right, title, interest and ownership, Including license rights, in the Innovation, and You agree to execute any document necessary to effectuate the transfer and assignment. To the extent You have any moral or similar rights in an Innovation or derivative thereof, You expressly waive any of those rights or claims you may have to that Innovation. Any Innovation may be used by Us and all other franchisees without any obligation to compensate You. We reserve the right to make an application for and own Intellectual Property relating to any Innovation, and You shall cooperate with Us to secure those rights. We may also consider an Innovation as part of Our trade secret. At Our discretion, We may authorize You to utilize Innovations that may be developed by You, Us, or other franchisees. There may be fees imposed related to the Innovations and You will be required to promptly pay all such fees on the timeline required by Us.

3.11 Association with Causes or Co-Branding. You cannot, without first receiving Our written approval, in the name of the Franchise Business or in any manner associated with the Marks: (i) donate money, products, or services to any charitable, political, social, religious, or other for-profit or non-profit organization, cause or position, or (ii) act in support of or against any such organization, cause or position. You cannot “co-brand” or use the Marks or Your Franchise Business to associate any other business activity in a manner which is likely to cause the public to perceive the activity to be related to or sponsored by the brand or System.

ARTICLE IV CONSTRUCTION, COMMENCING OPERATIONS AND LEASE

4.1 Location of Premises. You must select a site within the designated search area listed on Exhibit “A-1” (“Search Area”). You must have a site selected and approved by Us within 60 days of signing this Agreement. Although We must approve of Your site, We do not warrant or guarantee the success of the site. You must use a local broker in Your site selection, and if You are in Utah or Idaho, You must use Our designated broker. You must not commit to purchase or lease any real property or commence construction unless and until You have Our written approval of the proposed location. Your Premises must strictly comply with local zoning, state and federal laws, rules, and regulations.

4.1.1 Location Approval. We must approve Your proposed site. However, it is Your responsibility, at Your sole cost and expense, to select the site within the Search Area. You are required to pay Us a site approval fee (see Exhibit “A-3”) payable upon submission of the first site approval request. This is a one-time fee to approve Your initial Franchise Business location and not a per-site review fee. You must provide Us with the street address of the proposed site and such other information as We request, Including pictures or existing brochures of the proposed site. **We do not prepare demographic studies or otherwise evaluate the need for Our products**



and services in Your Territory, nor do We provide You with a site checklist or other similar information, and We do not warrant or guarantee the success of the site. Site approval or disapproval should be completed by Us within 10 business days after You have notified Us that You have selected a proposed site.

4.2 Lease. A Lease must be in place within 30 days from the date of a site being approved. We do not assist You in negotiating the Lease. We have the right to review all leases relating to Your Franchise Business prior to execution. You must also deliver an executed copy of the Lease to Us within 15 calendar days after execution.

4.2.1 Assignment of Lease. You hereby assign and transfer all rights and interest in and to the Lease to Us to be effective upon Our election when this Agreement Terminates. In such an event, We will have the right, but not the obligation, to accept the assignment and assume the Lease or execute a lease with You as provided below. We also have the right to assign the Lease to another franchisee or an affiliate of Ours. If You own the Premises, You hereby agree to lease the facilities to Us upon Termination of this Agreement at a rate not to exceed its fair market rental value, and on commercially reasonable terms and conditions. Your Lease must include a provision allowing the assignment of the Lease to Us or Our nominee, at Our option, in the event this Agreement is Terminated for any reason. You and Your Landlord are also required to complete and sign the landlord's consent and lease rider attached as Exhibit "A-6" and Schedule "A-6.1" respectively.

4.2.2 Assumption of Lease. We will have 15 days from the date of Termination of this Agreement, to exercise Our right and option to take and assume the Lease for the Premises. If the option is exercised, We will notify You and the Landlord of Our exercise within the option period. In such event, You agree to bring all obligations under the Lease current as of the date of possession by Us as well as to indemnify Us against all losses and costs arising by virtue of, attributable to, or in any way related to the period of Your possession of the Premises. All taxes, utilities and rentals will be prorated between Us and You as of the date of Our possession. We will not be obligated to pay Your arrearages. After the date of possession, We agree to indemnify You against all Lease obligations solely attributable to the period of Our possession of the Premises. You agree that no compensation for the Lease is payable by Us to You unless the Premises are owned by You. The Lease will be transferred to Us without the payment of any kind to You by Us for the Lease other than the indemnification provided above.

4.3 Construction. Any construction of the Premises must be done in strict accordance with the specifications approved by Us, but it is Your responsibility to verify that the plans conform to federal, state and local laws. We do not assist in the construction, remodeling, or decorating of Your Franchise Business. You must commence construction within 30 days from the signing of the Lease, and construction must be completed within 90 days from the date of the Lease.

4.3.1 Design of Premises. At Your own expense, and unless waived in writing by Us, You are required to follow Our interior and exterior design standards and specifications. We provide You preliminary layout/design plans for Your Franchise Business and We may require that You use a specific contractor to supply the build-out of Your Premises. You must adopt these plans at Your expense in accordance with local, state and federal laws, rules and ordinances, for Your specific Premises using a local architect. You are also responsible to obtain any required permits.

4.3.2 Setting Up the Premises. You shall arrange the fixtures, signs, furniture and décor of the Premises in strict compliance with the format and color schemes recommended by Us and to work with Our approved suppliers providing such items. We must approve Your



Premises setup prior to opening, and if any elements of the Premises do not meet Our specifications, You will, at Your cost, be required to make the required adjustments.

4.3.3 Abandonment of Construction. Abandonment of construction or stoppage of construction for six or more weeks due to Your fault or neglect will be grounds for terminating this Agreement.

4.3.4 Approval of Construction. You may not operate Your Franchise Business if construction, improvements and fixturing do not conform to Our approved specifications and failure to correct any unauthorized variance for such plans and specifications within 30 days after written notice from Us will be grounds for terminating this Agreement. We have the right to supervise and inspect all construction to assure compliance with approved plans and specifications.

4.4 Commencing Operations. You are required to commence operations not later than 30 days following completion of Your Premises and in no case later than seven months from the date of Your Lease.

4.4.1 Commencing Operations; Conditions to Opening. You shall notify Us in writing at least 30 days before You intend to open the Franchise Business to the public. Before opening, You must satisfy all of the following conditions: 1) You are in compliance with this Agreement; 2) You have obtained all applicable governmental permits, licenses, certificates of occupancy, and authorizations; 3) the Franchise Business conforms to all applicable System standards; 4) We have inspected and approved the Franchise Business, which may be done virtually; 5) You have hired sufficient employees; 6) Your officers and employees have completed all of Our required pre-opening trainings and certifications; and 7) We have given Your Our written approval to open, which will not be unreasonably withheld.

4.5 Relocation of Premises. You are not allowed to relocate Your Premises without Our prior written approval. Approval to relocate will be based upon the same criteria used in approving a new franchisee's proposed site. In addition, prior to opening Your new Premises, You will be required to pay for two of Our representatives to visit Your new Premises for up to two days. The price for this mandatory visit will be Our then-current rate for on-site assistance to You. You are responsible for all fees associated with this visit, plus Our expenses for transportation, food and lodging for each representative. You must demonstrate the financial ability to relocate as part of Our approval process. Additionally, You must pay Us a relocation Fee to cover Our costs to review and approve the relocation. See Exhibit "A-3."

4.6 Failure to Meet Deadlines. If You fail to meet a deadline and fail to cure, this Agreement is subject to Termination by Us, at Our option. However, You may be granted an extension at Our discretion if You demonstrate a good faith effort to comply with this Article 4. You will not receive a refund if You are unable to find an approved location.

ARTICLE V FEES AND REPORTS

5.1 Initial Franchise Fee. You shall pay Us the initial franchise fee listed in Exhibit "A-3" in one lump sum at the time of execution of this Agreement. The initial franchise fee is fully earned by Us and is non-refundable. No rights or privileges under this Agreement exist until the initial franchise fee is paid in full.



5.1.1 Veteran Discount. If You are an honorably discharged veteran of the United States military, You will receive a discount of 10% off the initial franchise fee. Veteran ID cards, a DD-214, and other documentation will be required to provide proof of honorable discharged status.

5.1.2 Additional Franchises. During the term of this Agreement, You may purchase additional franchises (not as part of an area development agreement) at a discounted initial franchise fee per location as listed in Exhibit "A-3." The reduced fee shall have a floor of \$24,500 per unit. This option will only be available to You if there are franchise territories available, You meet Our then-current criteria for new franchisees, You are current and not in default of this Agreement, and, in Our sole discretion, We determine to sell You another franchise. You will be required to sign Our then-current franchise agreement, which may have material terms different from this Agreement. In addition, You may purchase mobile trailer units that operate without any territory. The fees for the mobile trailer units are listed in Exhibit "A-3."

5.2 Royalty. You shall pay Us a non-refundable, on-going, weekly royalty as listed in Exhibit "A-3." The royalty is in consideration of Your right to use Our Intellectual Property and certain Confidential Information in accordance with this Agreement and not in exchange for any specific services We render.

5.2.1 Change in Law. In the event there is a change in the law or a discovery of a law affecting the collection of payments to Us, You agree to allow Us to modify the definition of "Gross Sales" and the calculation of other Fees due to Us in order to comply with the law. However, in no event will the modification of the term "Gross Sales" or the calculation of other Fees due to Us result in Your payment in excess of the Fees listed in Exhibit "A-3."

5.3 Marketing Fees.

5.3.1 Marketing Fund. You shall pay Us the weekly Marketing fee listed in Exhibit "A-3" for Our Marketing programs as further described in Section 10.1 below. This fee is payable on the same terms as the royalty.

5.3.2 Local Marketing. We do not set a local marketing requirement, but We strongly recommend You spend a minimum of \$1,000 per month on local advertising for Your Franchise Business.

5.4 Calculation and Reporting. The calculation, reporting and payment of the Fees specified in Sections 5.2 and 5.3 above will be made as follows:

5.4.1 Payments; Due Date. Royalties and Marketing Fund Fees are due weekly, payable each Monday for the prior week's Gross Sales, and will be paid in accordance with Our then-current electronic funds transfer, ACH or other automatic withdrawal program or as specifically directed by Us. Currently, the Fees as shown and calculated on the Gross Sales Report are due and payable and shall be automatically withdrawn from Your Operating Account. Our current ACH agreement is attached hereto as Exhibit "A-7" and may be modified by Us at any time in Our sole discretion. We reserve the right to require an alternative payment frequency for any or all Fees in the future. You agree that Your obligation to pay all Fees due under this Agreement are absolute and unconditional.

5.4.2 Operating Account. You shall not have more than one Operating Account associated with the Franchise Business. If You fail to timely report Gross Sales, We may automatically sweep or debit an estimated amount of Fees due to Us. You shall pay Us any



amount owing if We underestimate Your payment to Us, and We will credit You with any overage that We charge. You must maintain a minimum of \$10,000 in Your Operating Account at all times for business emergencies, provided that in any 30-day period, the Operating Account may have less than such amount for a period of not more than five days. You are required to provide Us with view-only access to Your Operating Account.

5.4.3 Late Fees. You will be charged a late Fee if a required Fee, payment to us or an affiliate, or report is not timely received by Us or an affiliate, and You will be charged per bounced check or insufficient funds transfer. See Exhibit “A-3.” These Fees are due upon demand or with the next royalty payment, and the amounts may be adjusted by Us from time to time in the Manuals.

5.4.4 Interest. In addition, all Fees not paid when due will be assessed and accrue interest from the due date to the date of payment, both before and after judgment at the rate of 18% per annum or the maximum rate allowed by law, whichever is less. In no event will any amounts be charged as interest or late fees or otherwise, that exceed or violate any applicable legal restrictions. Unpaid interest charges will compound annually.

5.4.5 Sales or Use Tax. If there is hereafter assessed any nature of sales tax or use tax or other value added tax on Fees, You pay to Us. You shall also pay Us the applicable tax when invoiced.

5.5 Reports and Financial Statements. You must submit the following reports by the following due dates. We reserve the right to require all reports to be submitted at more frequent intervals.

TYPE OF REPORT	DUE DATE	REMARKS
Gross sales report	Due weekly on the same date as royalties	This report must include the prior week's sales of the immediately preceding week showing all monies received or accrued, sales or other services performed and other information concerning your financial affairs, as we may reasonably require.
Inventory and Labor Expenses	Due monthly with the first royalty payment each month	You must submit this report in a form we approve or require, and it must show the prior month's expenses.
Monthly Financial Statements	The 15th day of the following month	These financial statements do not need to be prepared by your accountant or audited unless requested by us.
Annual Financial Statements	On or before January 31 of each year	These statements must be submitted in accordance with the standard profit and loss statement template and balance sheet template required by Us. This is a complete financial statement for the preceding calendar year, including a profit and loss statement and balance sheet. These financial statements do not need to be prepared by Your accountant or audited unless requested by Us.
Federal Tax Return	Within 15 days after filing	
IRS Form 941	Within 15 days after filing	



(Employer's Quarterly Federal Tax Return)		
Other Reports	Upon Request	Those additional reports that We may from time to time require, including by way of example and not limitation, sales and cost data and analysis, advertising budget and expenditures.

5.5.1 Access and Use of Financial Records. We or Our certified public accountants or other duly authorized agent, have the right during normal business hours, to conduct computer audits and other audits and examine and make copies of Your books, records, financial statements and sales and income tax returns. You must keep complete and accurate books and records of the operation of Your Franchise Business. You shall provide Us with access to, or copies of, all financial records in the time We require.

5.5.2 Audit of Books and Records. If any audit or investigation discloses a deficiency of 2% or more of the Gross Sales in the computation or payment of Fees due to Us, You shall immediately pay Us the amount of the deficiency, the appropriate Fee for late charges, and You shall reimburse Us for the total expense of the audit or investigation, including the charges for the accountant and the travel expenses, room, board and other costs incurred in connection with the audit. Your failure to report Gross Sales for any period, or Your failure to retain and have available readable and organized required records will be deemed an understatement by more than 2%.

5.6 Application of Payments. We can apply any payments received from You to any past due or then-current indebtedness of Yours for any payments owed to Us.

5.7 No Refunds. The Fees set forth in this Agreement are not refundable.

5.8 Funding. You are solely responsible to obtain all funding for Your Franchise Business. Failure to obtain sufficient initial funds to open Your Franchise Business is grounds for termination of this Agreement.

5.9 Non-Compliance Fines. In Our sole discretion, as an alternative to placing You in default, as determined on a case-by-case basis, including for failure to cure a prior default even if a fine has been imposed, We may issue You a fine for certain violations of this Agreement and/or the Manuals. See Exhibit "A-3." The fines are set forth in Our Manuals and are paid to Us to reimburse Us for Our administrative and management costs for Us to address the violation and is not a penalty or estimate of all damages arising from Your breach. If You do not correct the violation within the time required by Us, We have the right to put You in default. We are not obligated to charge You a fine before putting You in default. All fines and charges are to be paid upon billing or in accordance with Our electronic funds or automatic withdrawal program, if established. Such fines are not Our sole remedy. Our decision to impose or not to impose a fine for Your non-compliance does not constitute a waiver of any other right that We may have under this Agreement, including Termination of this Agreement.

5.10 Technology Fee. You must pay Us or the designated supplier(s) the Fee listed in Exhibit "A-3" for utilization of Our technology suite. We can designate You to pay all or a portion of this Fee directly to the supplier. We may increase this fee to account for new or additional technologies and increased costs.



5.11 Fee Increase. Unless otherwise set forth herein, if a Fee is subject to increase by Us (as opposed to by an affiliate or third-party), the increase will not be more than the equivalent of 15% per year during the term of this Agreement.

ARTICLE VI FRANCHISEE'S OPERATIONAL COVENANTS

6.1 Business Operations. In addition to other obligations, requirements and covenants set forth in this Agreement:

6.1.1 Compliance with Applicable Laws. You are solely responsible for ensuring compliance with all other applicable laws, ordinances and regulations or ruling of every nature whatsoever which in any way regulate or affect the operation of Your Franchise Business. You must also comply with federal, state, and local health and consumer protection laws and regulations governing the food service industry and concerning food preparation, handling, storage, truth in menu laws concerning menu item names and product labeling, nutritional claims, and local labor regulations, Including minimum age and minimum wage laws.

(i) Permits and Licensing. You shall obtain and maintain all required permits and licenses for the operation of Your Franchise Business. You agree that We have not made and You have not relied on any representation that no permits or licenses, or only certain licenses, permits, etc., are necessary in connection with the operation of Your Franchise Business. Included with this requirement is playing only music that is obtained through a reputable business provider for music.

6.1.2 Appearance; Customer Service. You shall establish and maintain the Premises in a clean, attractive and repaired condition; perform work competently and in a workmanlike manner; give prompt, professional, courteous and efficient service to the public adhering to the highest standards of honesty, integrity, fair dealing, and ethical conduct; and otherwise operate Your Franchise Business in strict compliance with Our System and policies, practices and procedures contained in the Manuals or otherwise communicated to You so as to preserve, maintain and enhance the reputation and goodwill of Our System. We reserve the right to require that Your employees comply with any dress code, Mark, or other brand-related standards that We may require. You shall arrange the fixtures, signs, furniture, and décor of the Franchise Business in strict compliance with the format recommended by Us.

6.1.3 Signage. You must have the number of interior and exterior signs as required by Us and according to Our specifications. All signs used on, in, or in connection with Your Franchise Business must meet Our specifications and must be approved in writing by Us prior to Your use. You shall maintain all signs in good condition and undertake such repairs and or replacements at Your expense as We reasonably determine necessary. You are required to use the location's pylon/pole or monument sign, if available. You understand and acknowledge that while You are required to purchase and display signage, Including signage displaying Our Marks, You do not own rights to use of the signs following Termination.

6.1.4 Training. Your Operating Principal and Your designated managers, if other than Your Operating Principal, are required to attend and successfully complete Our training program at least 15 days prior to opening Your Franchise Business. You are required to pay the initial training fee (see Exhibit "A-3") to Us not less than 45 days prior to opening Your Franchise Business. The length of training is generally five to six days but could be longer if Your Operating Principal or Your designated manager fails to successfully complete the training. Successful completion will be determined by Our trainers but may Include demonstrating knowledge of



basic techniques, knowledge of policies and procedures, food preparation and assembly, daily operations, record keeping, computer system competency, Marketing, and customer service. Failure to successfully complete training is a default of this Agreement. The training instruction is provided by Us for up to four management and/or executive level personnel. You shall bear the cost of all travel, lodging, meals and all other living costs and expenses and compensation for all of Your attendees. Each person must attend the same training session.

(i) Replacement Training. Any new Operating Principal or managers must complete the initial training program within 14 days of hire. The Fee for this training is listed on Exhibit "A-3." Depending on availability and advanced written notice, this training may take place at Your location, but more likely the training will take place at or near Our headquarters. You will also be responsible to cover the travel, food, and lodging for Your attendees or Our representatives.

(ii) Initial Refresher Training. After Your Franchise Business has been open and operating for six months, You are required to send Your Operating Principal and Your manager(s) to attend additional refresher training. This training will last two days and will be held at our headquarters or such other location as We determine. The Fee for this training is set forth in Exhibit "A-3."

(iii) Annual Manager Training. At Our discretion, once each calendar year, at a time designated by Us, Your Operating Principal and Your designated manager may be obligated to meet with Our representatives at a location specified by Us, for the purpose of discussing and reviewing Your operations, status, and financial performance. If We, in Our discretion, determine that such a meeting is necessary, all costs of travel, food, lodging, and Your employee salaries, and other expenses will be borne by You. The Fee for this training is set forth in Exhibit "A-3."

(iv) Additional In-Person Training. Depending on availability and advanced written notice, if You would like additional in-person training, We may provide this training to You. We have the right in Our sole discretion, to limit additional training to a certain number of days, attendees, and/or representatives at a time. We can also require Your Operating Principal and/or other key personnel to attend additional trainings if You are in default, or if We reasonably believe such training would be in the best interest of Your Franchise Business. At Our discretion, in the event You do not pass an inspection, or We determine, in Our sole discretion, that You need additional training. You shall attend a refresher training. Our current Fee for additional and refresher training is listed in Exhibit "A-3." For all training, You shall also bear the costs of travel, food, lodging and compensation of Your management employees and Us (if applicable) in connection with training.

(v) Additional Training Implemented by You. In addition, You are required to implement a training program related to brand and trademark quality control for Your employees in accordance with Our Manuals and all other training programs as may be specified by Us from time to time for which a Fee may be charged.

(vi) Non-Disclosure. All attendees at a training must sign a non-disclosure agreement acceptable to Us before attending a training.

6.1.5 Opening Assistance. You must provide Us a valid certificate of occupancy for the Premises before We send any representatives to provide any opening assistance. If You postpone or reschedule Your opening, or if You fail to provide a valid certificate of occupancy before the scheduled soft opening assistance, You must pay Us the rescheduling Fee listed in



Exhibit "A-3" to reschedule Our opening assistance. Additional details on the opening assistance are set forth in Section 7.4 below. You are required to have paid all amounts for Your initial cookie dough and toppings order and Your grand opening marketing (see paragraph 10.4.2(i)) to Us or Our affiliate 30 days for cookie dough and toppings, and 45 days for grand opening marketing, before the scheduled grand opening. (See Exhibit "A-3"). If You do not pay the required amount, We will reschedule Your opening and You will be responsible for all costs associated with the rescheduling.

6.1.6 Other Agreements. You must execute all other agreements required under this Agreement or as reasonably requested by Us from time-to-time and to provide Us with a copy within 15 days of execution.

6.1.7 Management. Your Franchise Business must be managed by either Your Operating Principal or a designated manager who will be required to devote their full time, attention, and best efforts to the management and operation of Your Franchise Business. Your designated manager is not required to have an equity interest in Your Franchise Business. You must have at least one manager on site during regular business hours. You must disclose the identity of Your Operating Principal to Us, and You must immediately notify Us in writing if Your Operating Principal is no longer acting in such capacity. We must approve of Your Operating Principal and any replacement Operating Principal.

(i) Unless Your Operating Principal will act as the full-time manager of the Franchise Business, Your Operating Principal is not required to work a certain or minimum number of hours; however, Your Operating Principal must maintain sufficient inventory, supplies and products and work sufficient hours to operate Your Franchise Business or supervise Your managers and employ adequate personnel to operate Your Franchise Business at its maximum capacity and efficiency.

(ii) Although We do not require Your Operating Principal to be involved in the day-to-day on-premises management, Your Operating Principal is required to participate in Your Franchise Business as follows: (i) be directly responsible for overseeing all accounting, reporting and bookkeeping, and all financial components of the Franchise Business; (ii) attend and complete all training and retraining courses required by Us; (iii) attend any annual or special meetings of franchisees called by Us; (iv) be directly involved with site selection, construction, remodeling, (v) be directly involved in all personnel decisions affecting the Franchise Business; and (vi) conduct frequent inspections of the Franchise Business operations to ensure the highest standards of professionalism, cleanliness and general pleasant appearance in compliance with Our approved methods.

(iii) Your Operating Principal must devote their primary attention to the Franchise Business, and You, Your Operating Principal and Your manager(s) must keep free from any conflicting or competing enterprises or any other activities that would be detrimental to or interfere with the operation of Your Franchise Business.

6.1.8 Operational Hours. You shall operate Your Franchise Business seven days per week throughout the year and for 10 hours per day between the hours of 10am and midnight Monday through Friday or at the hours We may designate.

6.1.9 Remodel and Upgrades. You shall repair, refinish, repaint, remodel, modernize, redecorate, or otherwise refurbish Your Premises from time to time as We may reasonably direct, but not more often than every five years between required remodels and upgrades (except for required changes to the Marks and equipment, which We may require at



any time) to conform to the building design, color schemes and presentation of trade dress consistent with Our then-current public image. This can include structural changes, new flooring, wall treatments, signage, remodeling, redecoration of the furnishings, fixtures and décor and such modifications to existing improvements as may be reasonably necessary, such that all Dirty Dough® Cookies locations will have a generally similar look and appearance. At Your sole expense, We can also require You to upgrade Your equipment at any time. You must complete all such updates and upgrades and otherwise remodel Your Franchise Business within the time frames required by Us. You shall also complete any day-to-day maintenance issues as they occur.

6.1.10 Your Employees. You, Your principals, and Your employees are not Our employees. You are solely responsible for the hiring, firing, compensation, benefits, managing, and training of Your employees. We do not assist You in employment related decisions, or in creating any policies or terms and conditions related to the management of Your employees or their employment. The only training assistance We provide is the training of Your designated managers and Operating Principal. All of Your employees must watch the applicable training videos related to brand and trademark quality controls required by Us. We may provide You with a sample employee guide or manual, but it will only be an example of certain employment matters unless otherwise expressly provided by Us. It is Your responsibility to comply with local and federal labor and employment laws.

6.1.11 Insurance.

(i) Minimum Limit Requirements. You shall at all times during the entire term of this Agreement and at Your own expense, keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated “A-” or better by A.M. Best & Company, Inc.:

Type of Insurance	Minimum Required Amount(s)
Commercial General Liability Insurance	\$1,000,000 per occurrence and \$2,000,000 in the aggregate, or leasehold minimum, whichever is greater; \$300,000 damage to the premises; \$5,000 premises medical; \$1,000,000 personal and advertising injury limit; and \$2,000,000 products and completed operations aggregate.
Property Insurance	The coverage must include 100% of the full replacement cost against loss or damage from fire and other risks normally insured against in extended risk coverage. It also must include a special form in the amount of your inventory and the improvements and betterments to the store. The coverage should be replacement cost with no coinsurance. The agreed amount with the insurance company or waiver of coinsurance will suffice for the removal of coinsurance. The coverage must include business income on an actual loss sustained basis for 12 months. Flood coverage, if applicable, must apply. If building coverage is to be included, all coverages noted above will apply.
Commercial automobile insurance	At least \$1,000,000 occurrence limit (combined single limit for personal injury, including bodily injury or death, and property damage) for all owned, non-owned, and hired autos.
Employment practices liability insurance	\$100,000 per occurrence.
Crime policy	\$10,000 for employee dishonesty policy (written on a loss discovered basis). In addition, the policy must include robbery both in and out with coverage limits of \$5,000.



Umbrella insurance	\$1,000,000 per occurrence.
Government Required Insurances	You must maintain and keep in force all worker's compensation and employment insurance on Your employees required under all federal and state laws.

(ii) Policy Requirements. Other than worker's compensation, these policies must insure You and Us (Dirty Dough Franchising LLC) and Our nominees as additional insureds, without regard to any other insurance program that We may have in effect, against any liability that may accrue by reason of or relating to Your ownership, maintenance, or operation of the Franchise Business wherever it may be located. These policies must stipulate that We will receive a 30-day written notice prior to renewal or termination, and We must receive a 30-day notice of any modifications. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to Us must be furnished to Us together with proof of payment prior to You beginning operations and within 15 days of any request which We may make from time to time.

These insurance coverage requirements are only minimums. You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate. If You fail to obtain insurance and keep the same in full force and effect, We may obtain insurance at Our discretion, and You must reimburse Us the premium costs for the first month (thereafter You are required to pay the insurance premium directly to the insurance provider), plus an administration Fee for Our time (see Exhibit "A-3"). We may periodically increase the amounts of coverage required and/or require different or additional coverage. If Your Premises are damaged and covered by insurance, You must use the proceeds to restore the facility to its original condition no later than 160 days from receiving the proceeds.

6.1.12 Pricing. We may, to the degree permitted by law, suggest retail prices and specify maximum and/or minimum pricing You may charge for products and services. If We impose a maximum price for any product or service, You may charge any price for the product or service up to and including the maximum pricing We impose, but You may not charge any price in excess of the maximum pricing. If We impose minimum pricing for any product or service, You may charge any price down to and including the minimum pricing imposed, but You may not charge any price below the minimum pricing set by Us. Unless otherwise agreed to by Us in writing, You cannot advertise or promote prices lower than, or inconsistent with, Our suggested prices outside of Your Premises. Our pricing policies are intended to benefit the System as a whole and may not maximize Your profits.

6.1.13 Computer and POS System. At Your expense, You must purchase or lease the computer and point of sale ("POS") system and other computer hardware and software systems designated by Us in strict accordance with Our specifications, and We can mandate the forms of payment that You can or must accept. If We adopt a different computer system, POS system or other system in the future, You must adopt it at Your expense. You must maintain, repair, modify and upgrade, all such items, at Your sole expense. You must provide Us full 24-hour/7-day a week access, including online access, and the right to "upload" or "download" information to and from all POS, computer and other systems, and to the information and data contained in them. There is no contractual limitation on Our right to receive information through Your computer, POS or other systems or to the frequency and cost of the obligation to upgrade and maintain them. You hereby waive any claim against Us or Our affiliates for any loss, damage, liability or expense caused by or related to failures, errors, acts, omissions, or otherwise of any computer, POS, hardware or software system (not related to Our or an affiliate's acts or omissions).



(i) Retention of Records. You must record all sales at the time of the sale in Your computer and/or POS system, or other sales recordation system approved or designated by Us. You must retain all POS and iPad records, charge account records, sales slips, orders, return vouchers, sales tax reports and all of Your other business records and related back-up material, tax returns and financial reports for at least five years following the end of the year in which the items pertain, including after the Termination of this Agreement.

(ii) Accounting Procedures. You must use the accounting software designated by Us. You are required to follow Our accounting procedures, line items, and templates and charts of accounts as provided and updated in Our Manuals. You are required to use the accounting system and software designed by Us, and You are solely responsible for any fees associated with the use of such accounting system. We will have independent access to Your account, which You cannot restrict at any time.

(iii) Merchant Account. At Your expense, You must participate in Our merchant account and other point of sale programs as set forth in Our Manuals. The required or designated provider may change at any time, and you are required to comply with any changes and are solely responsible for the fees associated with any changes.

(iv) Data Security Standards. At Your cost and expense, You must investigate and ensure that You comply with all payment card industry ("PCI") and data security standard ("DSS") standards, regulations, and requirements; however, We reserve the right to approve of the vendor You use for compliance. You must meet the requirements of, and comply with enhancements and changes to, the PCI and DSS and maintain PCI compliance with the current version of the PCI and DSS. We reserve the right to require an audit (and to designate the auditor) to verify compliance. You must reimburse Us for all costs related to the audit if You are not in compliance. You are responsible to use all required tools, systems, and vendors to complete ongoing PCI requirements, including quarterly external security scans and annual self-assessment questionnaires. You are solely responsible for all costs relating to PCI compliance and data security issues, including, security threats, breaches, and malware. It is Your responsibility to alert Us, not later than 24-hours following a suspected or confirmed data security breach, so that appropriate action can be taken to protect Customer Data and to notify relevant parties. You are not permitted to collect, store, transfer, etc., any unnecessary customer information.

(v) Compliance Monitoring System. You shall install a compliance monitoring system in Your Premises to protect Your Franchise Business. You are solely responsible for the monitoring, maintenance and upgrades to this system. We do not regulate the type of compliance monitoring system and do not designate the specific type of compliance monitoring system You install, but it must have both inside and outside cameras and must be of sufficient capabilities to adequately protect Your Franchise Business, Your Premises and Your inventory. You are required to provide Us notice of its installation. Both You and We must have the right to online access to the system, but We are not required to monitor Your location for safety or compliance. You may not install any cameras in places where employees and customers have a reasonable expectation of privacy, e.g., bathrooms, changing rooms, etc. By installing the compliance monitoring system, You and Your employees are waiving their right to privacy in non-private areas of the Premises, and You agree to include a provision in all Your employment applications and other applicable documents that require Your employees to sign and waive their right to privacy with respect to the use of any compliance monitoring system. You agree to indemnify and hold Us harmless from and against any claim related to Your compliance monitoring system.



6.1.14 Conferences and Seminars. In Our discretion, We may hold conferences or seminars on a regional or national basis for all franchisees in good standing. The conferences and seminars may be held at various locations chosen by Us. If held, Your Operating Principal may be required to attend, and You must pay all registration fees We may impose together with all travel, lodging, food, and other expenses for each of Your attendees.

6.1.15 Required Software. You must use and pay for all software (Including a customer relation management “CRM”) as required by Us, which may be changed from time-to-time. Any software fees You pay to US are payable with Your royalty fees or on demand.

6.2 Quality Control.

6.2.1 Correction of Defects. You shall immediately correct defects, deficiencies or unsatisfactory conditions in the appearance or conduct of Your Franchise Business. You shall establish and maintain an image and reputation for Your Franchise Business consistent with the standards set forth in this Agreement, in the Manuals, or as otherwise specified by Us.

6.2.2 System Compliance. You shall strictly follow Our System, the Manuals, Recipes, and other directives promulgated or provided by Us from time-to-time.

(i) Email Address. You must at all times use and maintain the email address provided by Us or approved by Us for use in relation to Your Franchise Business, frequently checked by You to facilitate Our communications, and that You must use as the sole email for all Franchise Business-related communications and accounts. If We provide You with an email account/address, We have the right to access Your email account at any time and without notice to You, and You understand and acknowledge that You have no expectation of privacy in the assigned email accounts. If You are allowed to maintain Your own Social Media accounts, all such marketing or Social Media accounts must be attached only to the email address We provide to You or that is approved by Us.

(ii) Incentive Programs. If We adopt a loyalty, coupon, gift card/certificate, free giveaways, fundraising programs, membership or subscription model, or other discount or incentive program, You are required to implement and honor such programs in Your Franchise Business. You are not allowed to implement any sort of coupon, loyalty, membership, subscription model, gift card program, etc., without Our prior written permission.

(iii) Modifications. We have the right to modify, delete, add to and otherwise make systematic and other changes to the System, Intellectual Property, Manuals and operations, etc. We may issue new specifications and standards for any aspect of Our System, or modify existing specifications and standards, at any time by revising Our Manuals and/or issuing new written directives (which may be communicated to You by any method We choose). You must accept, comply with, use, and implement any and all such changes to the System or operations. The modifications may obligate You to invest additional capital in Your Franchise Business and to incur higher operating costs. You must incorporate all such modifications within the time We specify. Other than modifications due to health or governmental mandates or guidelines, or public concerns, We will not obligate You to invest additional capital at a time when the investment cannot, in Our reasonable judgment, be amortized during the remaining term of this Agreement. You are prohibited from making modifications to the System or Your Franchise Business without Our prior written approval.

(iv) Inspections and Visits. We may conduct periodic evaluations, inspections, and audits of all aspects of Your Franchise Business at reasonable intervals by Our



duly authorized representative for compliance with the System, reporting, customer service and the standards and procedures set forth in the Manuals. These inspections may be conducted in person or through remote access such as video or live video conferencing. Our inspections may include Your Premises, vehicles, business records, bank accounts, Venmo or similar accounts, operating procedures, reports, computer drives, electronic storage devices, POS system, account records, tax records, etc. We also have the right to speak and interact with Your employees and customers, and to remove samples of products, supplies and materials. Immediately upon Our request, You must provide to Us video and/or images of the interior and exterior of Your Premises, and any specific pieces of equipment or other areas of the Premises as may be more fully set forth in the Manuals. If You fail any inspection and We determine a need to conduct a re-inspection for compliance, You will be required to pay Us a fee for the re-inspection. The fee is due upon billing after Our re-inspection. (See Exhibit "A-3."). You will also be required to pay all travel, lodging, food and other expenses for Our representatives related to the re-inspection.

(v) Online Ordering and Delivery. You must participate in any online ordering program for takeout or delivery, whether provided by Us or one or more third parties designated by Us. You will not participate in any third-party delivery platform unless approved by Us. You must use all required software or other equipment required by Us or any such third party necessary to provide the services as designated and as may be updated, supplemented or changed. You shall also provide Us with any login information necessary to access any third-party delivery provider accounts. You agree that We will have unrestricted access to review the information in such accounts at any time. Any such software or equipment must be purchased by You at Your cost. You understand and acknowledge that any third-party providers may also charge fees or commissions for their services, and You shall pay all such costs or fees.

(vi) Customer Complaints. In the event We step in to resolve any customer dispute with You or the Franchise Business, We will charge a Fee (see Exhibit "A-3").

6.2.3 Interim Management. If We give You notice of default and You fail to cure (or as set forth in Section 14.10), We have the right to step in to manage Your Franchise Business for up to six months, as We deem advisable for a Fee. See Exhibit "A-3". You must also pay all travel, lodging, food and other expenses for Our representative(s) and other expenses that may be incurred by Us to perform such services, plus royalties, advertising fees and other applicable fees.

(i) Operations, Access to Information and Operating Account. During the Interim Management Period, You hereby grant Us authority to assist You in managing any or all aspects of Your Franchise Business. We will work directly with Your Operating Principal and Your manager. We may require additional training for Your Operating Principal, Your manager, employees, and other contracted personnel. You shall cooperate to provide Us with all pertinent information regarding Your Franchise Business and access to the applicable operating accounts to enable Us to efficiently assist with management operations. All accounts must remain in Your name during the Interim Management Period, but You shall add Us or Our representative as a co-signer on certain accounts. You shall cooperate with Us in communicating with all vendors and suppliers related to Our interim management. You hereby grant Us permission to speak directly with Your landlord and suppliers, banks, IRS, state agencies, creditors, etc., regarding Your Franchise Business, and You shall cooperate with Us to facilitate such communication. We may require You to establish a new bank account for Your Franchise Business during the Interim Management Period into which all operating income will be deposited. You and We (at Our option) will have authority over this account, and You or We will make payments on Your accounts payable as cash is available, but only with Your prior authorization and direction when possible. You are ultimately responsible for all operating costs both before and during the Interim Management Period. You shall provide Us with a list of all accounts payable with direction on



which accounts are to be paid, but with the understanding that all taxing authorities will be paid first. Any excess funds in the Operating Account or any new account after all applicable costs and Fees have been paid and after an additional amount has been set aside sufficient for the Franchise Business to fulfill its business purposes as determined by Us, will be transferred to You monthly. We may provide monthly internal profit and loss statements to You. We have no obligation to infuse capital into Your Franchise Business, but if We do, such amounts will be treated as a loan, which must be repaid within an agreed upon time and bear market interest as agreed. We have the right to direct Your employees and contract personnel during the Interim Management Period. Both You and We agree that in no way does Our interim management create a relationship of trustee, beneficiary or any type of fiduciary relationship over or in relationship to Your Franchise Business.

(ii) Your Obligation to Cure. During the Interim Management Period, You are obligated to cure all applicable defaults within the applicable cure periods as set forth in this Agreement. We have the right to terminate this Agreement during the Interim Management Period for defaults not cured within the applicable cure periods.

You must also pay all travel, lodging, food and other expenses for our representative(s) and other expenses that may be incurred by us to perform such services, plus royalties, advertising fees and other applicable fees.

6.2.4 Mystery Shopper Service. We reserve the right, from time to time, at Our expense and without prior notice to You, to evaluate the operation and quality of Your Franchise Business through the use of a secret shopper service provided by Us or a third-party. We may use such service evaluations to inspect Your Franchise Business at any time. We may make the results of any service evaluation available to You, in Our sole discretion.

6.3 Miscellaneous Obligations.

6.3.1 Personal Guarantees. If Your Franchise Business is owned by a business entity, each individual owner, partner, shareholder, and member, respectively, who owns 20% or greater interest, must each personally sign an agreement not to compete and must personally guarantee the performance of all Your obligations under this Agreement and agree to be personally bound by, and liable for, the breach of every provision of this Agreement. See Exhibit "A-8" Guaranty and Assumption of Obligations.

6.3.2 Drug Testing. We may require You and Your management employees to submit to random drug testing at the time and place We feel necessary to ensure Your compliance with Our policies regarding drug use in the System; however, We are under no obligation to perform such testing on Our or Your behalf. You are required to provide Us a copy of all drug testing results within 30 days from the time You receive such test results.

6.4 Standards and Control. Any required standards exist to protect Our interest in the System and the Marks and not for the purpose of establishing control or duty to take control over those matters that are reserved to You.

6.5 Required Notices. You shall provide Us with prompt notice (within 5 business days of receipt) of any default with regards to late payment of any taxes, government fines, payments owing to any vendors, landlords, or amounts owing to employees or contractors.

6.6 Non-Contravention; Non-Disparagement. You shall not undertake any action or inaction to circumvent, contravene, or undermine the purposes of this Agreement. Additionally,



during and after the term of this Agreement, You shall not in any way, form, or medium, make any negative, disparaging, false or misleading statements, published or made orally, Us, the System, the brand, or Our officers, owners, partners, directors, members, managers, representatives, agents or employees

6.7 Non-Delegation. You may not outsource to a third party, any part of Your obligations to Us or services to customers, including to another franchisee, without Our prior written approval.

ARTICLE VII FRANCHISOR'S OPERATIONAL ASSISTANCE

7.1 Layout and Design. We shall provide You with general specifications for the Premises layout, signs, equipment and interior décor.

7.2 Suppliers and Products. We shall provide You with a list of specifications for approved products and a list of approved suppliers. We may add to or discontinue working with any of Our suppliers.

7.3 Operations Assistance. We shall furnish You with guidance relating to the general operation of Your Franchise Business and upon Your reasonable request, make Ourselves available to consult with You by telephone, email, video conference, teleconferences, or website posting during regular business hours during the continuing operation of Your Franchise Business. Other than initial training and the opening assistance, We are not required to provide additional training to You. If You feel additional training is necessary (such as management training), We will provide such training to You based on advance notice, availability of personnel, and Your payment of a per day, per person Fee. See Exhibit "A-3." You shall be responsible to cover the cost of travel, food, wages, lodging and other costs incurred by Your trainees or Our representatives, as applicable.

7.4 Initial Training. We shall train Your Operating Principal and other attendees designated manager(s) in the various practices, policies and procedures of operation of Your Franchise Business. This training will take place in Salt Lake City, Utah or other location as designated by Us.

7.4.1 Opening Assistance. We will provide You with at least one of Our representatives to assist You with Your soft opening depending on need as determined solely by Us. This assistance may be provided virtually as determined solely by Us. If You reschedule the opening assistance with less than 14 days' notice to Us, You will be charged a \$500 rescheduling fee.

7.5 Additional Guidance. Additional guidance at Our sole discretion, will be furnished in the form of written Manuals, videos, audio recordings, bulletins or other written materials, telephone consultations and/or consultations at Our offices or at Your Franchise Business. We have the right to communicate directly with Your Operating Principal, designated managers, and assistant managers concerning operational matters that We reasonably believe may affect Our goodwill, Marks, or the System.

7.6 Website Maintenance. We may choose to maintain a website for the Dirty Dough® Cookies brand that will include Your business information and telephone number for Your location.



ARTICLE VIII PURCHASE OF PRODUCTS AND EQUIPMENT

8.1 Approved Products and Services; Suppliers. You shall purchase, use, provide, and sell only those goods and services that meet Our specifications and/or that are purchased from Our approved suppliers. You shall timely pay all suppliers, including Us and Our affiliates for purchased goods and services. The prices, delivery terms, terms of payment, and other terms relating to the sale of such goods and services are subject to change by the supplier (including Us and affiliates) without prior notice at any time. In no event will We or an affiliate be liable to You for unavailability of or delay in shipment or receipt of merchandise due to temporary product shortages or unavailability, order backlogs, production difficulties, delays in or unavailability of transportation, fire, strikes, work stoppages, or other such causes. A list of approved goods, services, and suppliers may be set forth in Our Manuals, which list We may update from time to time. No product or service may be added to, altered, or discontinued by Your Franchise Business unless it is first approved by Us in writing. Any additional goods or services that are unique to Your area requires written approval from Us before such goods and/or services are offered. For the purpose of this Article, "goods" means any product, good, equipment, tool, item, etc.

8.1.1 Delivery and Installation. For delivery and installation, You are required to work directly with the manufacturer or supplier of these items. We do not assist in delivery or installation of any required or approved purchases.

8.2 Supplier Compensation. We or Our affiliate have the right to derive revenue from the sale of required goods and services through mark-ups in prices We charge to You for goods and services purchased from Us or an affiliate, or We or an affiliate may receive compensation or discounts from the supplier for Your purchase of such goods and services. No compensation is due to You for compensation or discounts We receive from suppliers.

8.3 Unapproved Suppliers. If You desire to purchase any goods or services from an unapproved supplier, You must submit to Us a written request for such approval or request the supplier itself to do so. We may require You to submit samples, including ingredient lists, and other data to permit Us to ascertain whether any such supplier meets Our specifications. We will notify You in writing and within 30 days of completing Our evaluation as to whether that supplier has been approved. You shall reimburse Us for all Our costs and expenses associated with evaluation and testing within 30 days of Our completing evaluation, whether or not the requested supplier is approved. A supplier who is able to meet Our specifications may, as determined in Our sole discretion, become an approved supplier for Your Franchise Business only or for the System as a whole. We may make changes in the standards and specifications for approved suppliers. At Our discretion, We may revoke Our approval of an approved supplier upon 30 days' prior written notice.

8.4 Equipment. You shall maintain all inventory and equipment of Your Franchise Business in good working order.

8.5 Warranties; Support. You must look to the respective manufacturers or suppliers for issues related to warranties defective products, training and support for any third-party goods purchased for Your Franchise Business. We will replace defective items purchased directly from Us pursuant to Our standard limited warranty, if any.



ARTICLE IX MANUALS

9.1 Manuals. We shall loan You a copy or provide electronic access to Our Manuals. You may not copy any part of the Manuals either physically or electronically. The Manuals are confidential and remain Our property. The Manuals may be used by You only in association with Your Franchise Business and only during the term of this Agreement. We have the right to revise the Manuals at Our sole discretion. You must promptly and continuously comply, at Your expense, with all provisions of, and modifications to the Manuals. The master or most updated copy of the Manuals maintained by Us will be controlling in the event of a dispute relative to the contents of the Manuals.

9.2 Standards and Procedures. We may establish performance procedures, standards and specifications, Recipes for products, services and Marketing (“Standards”) for the operation of Your Franchise Business. We may change these Standards at Our discretion, and You must strictly follow and implement all such Standards within the periods required by Us.

ARTICLE X MARKETING

10.1 Marketing Fund. You shall contribute to Our national Marketing and brand development fund (“Advertising Fund”) for Marketing activities as We, in Our sole discretion, may deem necessary or appropriate to Market the System. The Fees for the Marketing Fund are listed in Exhibit “A-3.” We can terminate or postpone the Marketing Fund at any time. Upon termination of the Marketing Fund, the unused funds will either be returned to those that contributed the funds, or We will cease to collect new funds while We spend the remainder of funds within the Marketing Fund.

10.1.1 Marketing Fund Administration. We will direct all such programs, with sole discretion over: 1) the creative concepts, materials, endorsements and media used in connection with such programs; 2) the source of the Marketing or public relation efforts; 3) the placement, timing and allocation of such programs; and 4) the composition of all geographic territories and market areas for the development and implementation of such programs. The Marketing Fund can be operated through an entity separate from Us that has all of Our rights and duties relating to the Marketing Fund. We are not liable for any act or omission with respect to the Marketing Fund or otherwise that is consistent with this Agreement, or which is done in subjective good faith. The Marketing Fund may be used, in Our reasonable discretion, to reimburse Us for costs related to the administration of the Marketing Fund and Marketing efforts intended to benefit the System. We have the right to loan money to the Marketing Fund to cover any deficits. The Marketing Fund is not in the nature of a trust, fiduciary relationship or similar special arrangement, and We disclaim any such relationship.

10.1.2 Use of Marketing Fund Fees. We may use the Marketing Fund to offset a portion of direct costs to manage and maintain the Marketing Fund, including the payment of staff salaries and other expenses for those groups who may be involved in Marketing Fund activities. We may receive payment for providing goods or services to the Marketing Fund. We reserve the right to use fees from the Marketing Fund to place Marketing in national or regional media. We are not required to spend any amount on Marketing directly in Your area or Territory, and We do not have any obligation to ensure that expenditures are or will be used equally in each region or that they will be equivalent to contributions to the fund by other franchisees operating in any geographic area. We make no representations that Marketing expenditures will benefit You or any other franchisee directly, on a pro-rata basis, proportionally, or at all. Any unused



Marketing funds in any calendar year will be applied to the following year's fund. You may request (in writing) an unaudited annual report of Marketing expenditures within 90 days of the end of each year.

10.2 Local Marketing Requirement. At this time, there is no requirement that You spend any amount on local marketing. However, We strongly recommend You spend the recommended minimum to Market locally as set forth in Section 5.3.2. Upon 60 days' written notice to You, We have the right to require local Marketing and to increase the amount. In addition, and upon request, You must submit an itemized report to Us documenting proof of expenditures for local Marketing in a form We may require.

10.3 Sample Marketing and Promotional Materials. We may provide You samples of Marketing materials developed by Us from time to time. In the event We develop such Marketing materials, You will receive one copy (digital or hard as determined solely by Us) at no cost to You. Additional copies will be made available at cost, plus 20%, plus shipping and handling.

10.4 Your Obligations to Market. Neither We nor You are restricted from Marketing in the Territory. You are not permitted to target or direct Market to customers in another franchisee's territory or in a territory of a company owned location.

10.4.1 Development of Marketing. You are not allowed to develop Marketing or promotional materials. Any future changes to this policy will be made in the Manuals.

10.4.2 Marketing Compliance. All Your Marketing and promotional activities must be done in strict compliance with Our Manuals and in good taste and must reflect favorably upon the brand and System. You shall participate in all Marketing, email, and other programs as developed by Us, including the collection of Customer Data and participation in using and promoting apps, as developed by Us.

(i) Grand Opening Marketing. You shall pay Us a grand opening marketing fee for digital marketing materials and social media ad spend. In addition, You shall purchase other printed marketing materials, banners and/or signage from a third-party supplier. (See Exhibit "A-3").

10.5 Internet and Social Media You must strictly comply with Our policies and procedures regarding websites, Social Media sites, and Internet Marketing. We reserve the right to restrict Your use of these mediums in the future.

10.5.1 Use of the Internet. At this time, We control all Dirty Dough® Cookies-related websites, apps, and Social Media and will have exclusive control over other similar electronic media whether now or later developed. You are prohibited from use of or obtaining any domain name consisting of all or any part of the Marks, or that would be confusingly similar to all or any part of the Marks without Our prior written permission. You are prohibited from having a website or Social Media page that promotes Your Franchise Business. You may not engage in Marketing on the Internet, including posting items/services on third-party resale or auction style websites, including eBay, Craigslist, Amazon, or use of apps, without Our prior written permission. You may claim Yelp and Google Reviews pages specific to Your Premises and Franchise Business but must immediately provide Us with administrative access and passwords for any such accounts. You are required to manage online reviews for Your Franchise Business. We also have the right but not the obligation to manage all online reviews for Your Franchise Business. Currently, We do not charge a fee to maintain the Dirty Dough® Cookies website, but We have the right to do so in the future.



10.5.2 Social Media We will own and control all Social Media related to the brand. In the future We may allow You to create and/or manage Social Media for Your Premises and Franchise Business, but in such a case all Social Media must strictly comply with Our policies and procedures, and You will be required to provide administrative access and all current and accurate login and password information. You cannot change any login/password information without Our prior written approval, and You must supply Us with all changed/updated login/password information. We can alter, remove, or require that You alter or remove a post at any time. We reserve the right to restrict your use of social media at any time for any reason. Additionally, You must sign the Digital and Social Media Authorization for Assignment attached as Exhibit "A-9."

10.6 Marketing Fund Council. At Our discretion, We may create a Marketing Fund council that provides input for how the Marketing Fund is used. We may appoint franchisees to this council. This council serves only in an advisory capacity and has no operational or decision-making authority. We have the ability to make changes to this council or dissolve it at any time.

ARTICLE XI BREACH AND TERMINATION

11.1 Default and Termination. We may terminate this Agreement before the expiration of its term if You breach this Agreement and fail to cure, if curable. If curable, You must cure a default within the times set forth below after receiving notice of default. If the default is one which is incapable of cure, Termination is effective as of the date of the notice of default.

No Cure Period:

A. Insolvency. You become insolvent or commit an act of bankruptcy or make a general assignment for the benefit of creditors or to an agent authorized to liquidate Your property or assets, or become or are adjudicated bankrupt, or voluntarily file a petition in bankruptcy or for reorganization.

B. Repeated Breaches. You repeatedly breach (defined as three or more times during the term of this Agreement) the same or different conditions of this Agreement or the Manuals within a 12-month period.

C. Unauthorized Use. You duplicate the System or use Our Confidential Information or Intellectual Property other than in connection with the operation of Your Franchise Business.

D. Public Safety. Your maintenance or operation of Your Franchise Business results in a threat or danger to public health or safety.

E. Misrepresentations. You make any material misrepresentations relating to the acquisition of the Franchise Business, or Your misrepresentation to customers, including deception relating to the source, nature, or quality of goods sold or services provided.

F. Abandonment. You abandon Your Franchise Business or You state or clearly demonstrate any intent not to operate the Franchise Business.

G. Unauthorized Transfer. You transfer or attempt to Transfer all or any part of this Agreement, Your Franchise Business, or any material portion of the property associated with



Your Franchise Business, or an unapproved percentage of Your franchise entity, or You sublicense or attempt to sublicense to another any of the rights licensed to You hereunder, or You otherwise fail, refuse or neglect to obtain Our prior written consent or approval required hereunder.

H. False Reporting. You knowingly or intentionally conceal revenues, maintain false books, or records, (Including purposely uploading or storing incorrect or incomplete information on a designated platform) or submit any false report or payment or otherwise defraud Us.

I. Crimes and Adverse Behavior. You commit or are convicted of or plead guilty or no contest to, or enter into a plea in abeyance, stipulated order of continuance, or related agreement, to a felony, a crime involving moral turpitude, or You engage in any conduct or behavior that We believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Our interest therein; or You make disparaging remarks against Us, Our management, employees, the System, or Our brand to Our other franchisees or in a public forum, Including radio, television, newspapers, the Internet, or Social Media.

J. Unauthorized Competition. You fail to comply with the covenant not to compete during the term of this Agreement or intentionally or recklessly disclose or use Our Confidential Information or Intellectual Property in violation of this Agreement.

K. Termination of Lease Agreement. Your Lease for the Premises is terminated.

L. Illegal Drug Use/Intoxication on the Job. You or Your officers, directors, members, managers or principals use illegal drugs or abuse prescription medication or refuse to submit to a drug test or if You are found on the Premises or any training intoxicated whether by use of alcohol, illegal or legal drugs.

M. Failure to Obtain Financing. You fail to qualify for or fail to receive the necessary financing to open and operate Your Franchise Business.

N. Unauthorized Modification. You modify in any degree by adding to or taking from or changing the contents, amounts, or flavor of any Recipe or other food items as well as using any substitute ingredients or procedures in violation of the Manuals or this Agreement.

O. Termination of Another Agreement. Another agreement between Us or an affiliate of Ours and You or with an affiliate of Yours is terminated due to Your failure to cure any breach after notice, or for Your incurable breach of such agreement.

24-Hour Cure Period:

P. Health Code or Safety Violations. You fail to cure a health code or safety violation within 24 hours of an inspection by Us or the applicable governmental agency except for threats to the public safety which may be cause for immediate Termination.

5-Day Cure Period:

Q. Unauthorized Closure or Relocation. Your Franchise Business is closed for a period of three or more consecutive business days or not open for the business hours as required under this Agreement for three or more business days in any 30-day period without Our prior



written approval, which consent will not be unreasonably withheld or delayed, or You move the location of Your Franchise Business Premises without Our prior written approval.

R. Failure to Use or Provide Access to a Designated Account. You refuse to use, or to enable, or to allow Us access to Your account for a designated platform or software, Social Media account, or a branded email account.

15-Day Cure Period:

S. Failure to Pay. You fail to pay any Fee or an amount due to Us, any of Our affiliates, or other designated, approved or other suppliers or assigns, within the time specified for such payments by this Agreement, the Manuals or an agreement specifying the payment concerned.

T. Failure to Accurately Report. You fail to accurately report or fail to submit any reports or records required under this Agreement or the Manuals.

U. Default Notice of Lease Agreement. You receive a notice of default under Your Lease.

V. Act in Contravention. You perform or undertake any action to undermine or circumvent this Agreement, the System, or Us.

30-Day Cure Period:

W. Other Breaches. Except as otherwise provided herein, You fail to comply with any other provision of this Agreement or the Manuals.

11.1.1 Adequate Assurance. When reasonable grounds for insecurity arise with respect to the performance of Your obligations under this Agreement, We may demand adequate assurance of due performance, and, until We receive such assurance, We may reasonably suspend any performance of Our obligations. Failure to provide Us with adequate assurances within 30 days, when properly demanded, will be considered a default of this Agreement for which no additional cure period will be granted.

11.2 Event of Default. In the event of any default by You, We will give You written notice of default specifying the default(s) and, if curable, state what You must do to cure the specific default(s) within the cure period. In the event of a default by You, all of Our costs and expenses arising from such default(s), including reasonable legal fees and reasonable costs for Our employee's time related to the default(s) must be paid to Us by You within 10 days following Our demand for payment. We have the right to ACH Our estimated costs and expenses.

Notwithstanding anything to the contrary herein, We have the right, to be exercised in Our sole discretion, to grant You an extended period of time to cure. Any such extension will not be construed as a waiver of Our rights in the future.

11.3 Failure to Cure. If You fail to cure any default within the time allotted, We may proceed to enforce any or all of the following non-exclusive remedies in accordance with this Agreement, and the pursuit of any one remedy will not be deemed an election or waiver by Us to pursue additional remedies:



11.3.1 Actionable Claim. Bring an action or claim for the balance of any monies due hereunder, including penalties and interest as provided for in this Agreement and for all other damages sustained by Us as a result of Your breach of this Agreement. As part of any such action, We may accelerate and bring an action for the balance of any outstanding installment obligation due hereunder.

11.3.2 Injunctive Relief. Bring an action for temporary or permanent injunctions and orders of specific performance enforcing the provisions of this Agreement and otherwise stop You from engaging in actions prohibited hereby.

11.3.3 Termination. Terminate this Agreement and proceed to enforce Our rights under the appropriate provisions. Such Termination will be effective upon delivery of a notice of Termination to You without further action by Us.

11.3.4 Other Remedies. Seek any other remedy available to Us at law or in equity, including lost profits.

11.4 No Right of Termination. You may not terminate this Agreement; however, some states may allow You to terminate as permitted by state law.

11.5 Opportunity to Cure. Prior to taking any action against Us, You must first give Us 60 days' prior written notice and an opportunity to cure any alleged act or omission. If such act or omission cannot be cured within such 60-day period, and We diligently make continuing efforts to attempt to cure such alleged act or omission, You must give Us such additional time as is reasonably necessary to cure.

ARTICLE XII TERMINATION AND EXPIRATION

12.1 Upon Termination of this Agreement for any reason, You immediately cease to be Our franchisee. To be compliant with Your Termination obligations, You shall sign a termination agreement in a form provided and acceptable by Us and You and must:

12.1.1 Payments Due. Immediately pay for all product purchases, Fees and other obligations owed or accrued to Us, Our affiliates or designated suppliers.

12.1.2 Cease Use. Not hold Yourself out as a Dirty Dough® Cookies franchisee or business and immediately and permanently cease to Market or in any way use Our Intellectual Property or Confidential Information provided by or licensed to You by Us or in any way connected with the Franchise Business or System.

12.1.3 Trade Secret and Confidential Information and Products. Except as provided below in Paragraph 12.1.7, within five days, You must demonstrate with video proof sent to Us that You have permanently destroyed all information and/or products that We deem trade secret or confidential, or in the alternative, provide proof to Us that have sold such products or information to Us or another System franchisee.

12.1.4 Disassociation. Within 10 days of Termination, take all necessary steps to disassociate Yourself from the System and Your Franchise Business, including the removal of signs, destruction or removal of letterheads, Marketing material, the change of Your Franchise Business telephone listings, telephone numbers, email addresses, URLs, Internet websites, and any other property that bears Our brand or is affiliated with Our brand. All such property and



listings, excluding Your operating assets and inventory that are associated with and considered part of Our brand, Intellectual Property, and System revert back to Us upon termination of this Agreement. If any of Your Operating Assets and inventory bear Our brand and Marks to Our System, You must take the steps necessary to dissociate it all from Our brand, Marks, and Intellectual Property. You shall assist Us to assign, transfer, or disconnect (at Our option) the telephone listing, telephone numbers, Marketing accounts, email addresses, URL's, Internet sites, web pages, and Social Media to Us. If You fail or refuse to do so, the telephone company, URL and hosting companies, and other listing agencies may accept this Agreement as evidence of Our exclusive rights in and to such telephone number(s), Internet websites, URL's, email accounts, and Social Media and listing and its authority to direct their transfer. You hereby appoint Us as Your attorney-in-fact for the above transfers, which appointment is coupled with an interest. You must not identify any present or future business owned or operated by You as having been in any way associated with Us or the System.

12.1.5 Cancel DBA. Within 10 days of Termination, take such action as will be necessary to amend or cancel any assumed name, fictitious or business name or equivalent registration, which contains any Mark of Ours or in any way identifies You as being affiliated with Our System.

12.1.6 Notify Suppliers; Communication with Customers. Immediately notify all suppliers, utilities, creditors and concerned others that You are no longer affiliated with Us or the System and provide proof to Us of such notification. All communications with customers and clients of the Franchise Business must be pre-approved by Us, and We can require that all such communication be handled by or through Us. We also have the right to communicate directly with all customers and clients of the Franchise Business.

12.1.7 Return Materials. At Your cost, permanently delete electronic copies and return to Us by first class prepaid United States Mail, (Including originals and any copies) physical copies of Our Manuals, all training materials, Marketing and promotional aids and materials, and all other printed and electronic materials and any other Confidential Information obtained by You from Us pertaining to the operation of Your Franchise Business.

12.1.8 Modification of Premises. If We do not exercise Our right to purchase Your Operating Assets or assume Your Lease upon Termination, then You shall alter, modify and change both the exterior and interior appearance of the Premises to Our satisfaction, so that it will be easily distinguished from a Dirty Dough® Cookies business and shall cease using the signs, décor, displays, advertisements, promotional materials and the like that are unique or distinctive to the System. In the event You fail to modify Your Premises, You will be charged \$100 per day or \$1,500, whichever is more, and We may hire a third-party or use Our own personnel to de-identify Your unit and/or to carry out any other obligations on Your behalf.

12.1.9 Customer Data. To the extent We do not have access, provide Us with (and then permanently destroy) the Customer Data for all current, prior and expectant customers of the Franchise Business.

12.1.10 Evidence of Compliance. Otherwise, furnish evidence satisfactory to Us or in the manner required by Us of Your full compliance with this Section 12.1 within 30 calendar days after the Termination of this Agreement or on the timeline We may provide at Termination.

12.1.11 Gift Card & Customer Reimbursement Fee. Upon Termination, You must provide Us with an accounting and list of all outstanding gift cards, prepaid services, and gift certificates as of the date of Termination, and You shall refund all customer gift card, gift



certificates, and prepaid services amounts as required under Your state's applicable laws. In the event We are required to or elect to provide those prepaid services to any customer, You shall pay Us the amount of the service or reimbursement, plus a Fee in each instance for Our time. Additionally, to the extent You do not reimburse the customer, You must reimburse Us the amount of unredeemed customer gift cards and gift certificates purchased from You. Subject to state law.

12.1.12 Financial Inspections. You must provide Us with access to all Your financials, books, and other accounting records for 12 months following the date of Termination.

12.1.13 Pay Damages and Costs. Pay to Us all costs, damages and expenses, including post-term expenses and reasonable attorney's fees incurred by Us to enforce the provisions of this Agreement, including attorneys' fees and costs incurred by Us in obtaining injunctive or other relief to enforce any provision of this Agreement. All post-termination non-compliance fees and costs will be deducted from the Deposit and You must pay to Us all amounts in excess of the Deposit within 30 days of Our invoice to You. At Your expense, We may hire a third-party or use Our own personnel to carry out Your post-termination obligations.

12.2 Upon Termination of this Agreement, for any reason:

12.2.1 No Compensation. No payment is due to You from Us or any source on account of any goodwill, intangible assets or other equity claimed by You arising from or relating to Your operation or ownership of Your Franchise Business, or otherwise. All goodwill connected in any way with Your Franchise Business or the System belongs now and, in the future, exclusively to Us.

12.2.2 No Refund. No Fees, charges, or other payments of any kind from You to Us are refundable in whole or in part.

12.2.3 No Equity. You will have no equity or other continuing rights to use the System, Confidential Information, Intellectual Property or goodwill of the Franchise Business.

12.3 Survival of Provisions. All of the provisions of this Agreement, which by implication apply following the Termination of this Agreement are enforceable following Termination of this Agreement, including Your obligation to indemnify Us and pay all amounts owed and Your obligations to dissociate from Our brand. You shall also still be bound to the confidentiality, brand protection, indemnification, non-disparagement, non-competition, non-solicitation, arbitration and dispute resolution, choice of forum and law selections clauses and other restrictions of this Agreement that have terms or duties owing after Termination of this Agreement.

12.4 Make Premises Available to Us. In addition to those obligations set forth above, upon Termination, You must make the Premises and computer systems accessible and available for Us to examine and verify Your compliance with Your post-termination obligations, and/or to operate a New Business at the Premises (see Paragraph 13.1.1(i) below) if We, in Our sole discretion, choose to do so. If You fail to make the Premises available to Us, You will be assessed a Fee for the expense incurred by Us to enforce Our rights under this paragraph.

12.5 Liquidated Damages. If this Agreement is Terminated, other than for non-renewal or mutual termination, in addition to other remedies available under this Agreement, We will be entitled to liquidated damages, not as a penalty, and solely to compensate Us for lost future royalties. You and We recognize the difficulty of calculating damages caused by lost future royalties but nevertheless recognize and agree that such damages could arise, and You and We



hereby agree to the formula listed on Exhibit "A-3" as a compromise on the calculation of such damages. This is in addition to those fees set forth above in Section 12.1. This amount is payable within 10 days of termination.

12.5.1 Additional Equitable Remedies. The amounts contemplated under Section 12.5 do not represent a price for the privilege of not performing nor does the payment represent an alternative manner of performance. Accordingly, as a purely liquidated damages provision, Section 12.5 does not preclude and is not inconsistent with a court granting Us specific performance, other damages set forth herein, or any other equitable remedies, such as an injunction, to prevent future breaches.

12.6 Cumulative Rights. Our rights provided above are cumulative and in addition to any other right or remedy available at law or in equity.

ARTICLE XIII PURCHASE OPTION

13.1 Purchase Option. Upon Termination of this Agreement, You hereby grant to Us the right to:

13.1.1 Acquisition of Assets. Acquire, in Our sole discretion, all or any part of Your Operating Assets at the then-existing fair market value of such item or items as of the date of Termination of this Agreement. You hereby grant Us permission to speak directly with Your landlord and other creditors, including suppliers, banks, the IRS and state agencies (and You will cooperate with Us to facilitate such communication), regarding any loans and/or liens or obligations that would encumber Your Operating Assets. If the fair market value is not agreed to by the parties, the fair market value will be established by an independent appraisal. The appraisal will be done at Our expense by an appraiser selected by Us. No goodwill will be considered associated with Your Franchise Business or said items. We must exercise this option within 60 days of such Termination or within 15 days of the establishment of the price of the Operating Assets, whichever is later ("Option Period"), by giving written notice to You of Our intent to exercise Our option to purchase. We have the right to off-set any amounts You owe to Us against the purchase price. If We have not notified You of Our election to exercise this option within the Option Period, it will be conclusively presumed that We have elected not to exercise Our option, and You are then free to sell or transfer such assets to any person or entity on such terms as You may so choose, so long as the Operating Assets have been de-identified as set forth herein. If any of the Operating Assets are subject to liens or taxes, We may withhold a portion of purchase price to pay off such lien or taxes. We may also withhold 25% of the purchase price for 90 days to ensure that all other liabilities affecting the Operating Assets are paid.

i. Interim Management During Option Period. We have the right, but not the obligation, to use Your Operating Assets and Premises (if the Lease is still in effect, and in such case, We will obtain this right from the landlord as applicable), and to hire Your personnel to operate the business during the Option Period. You and We understand and agree that We will not be operating Your Franchise Business during this time, but We will be using Your Operating Assets and the Premises to operate Our own, separate Dirty Dough® Cookies business ("New Business") in order to keep the business open during the Option Period. We will pay You the fair market rental value for such use of the Operating Assets as agreed, but not exceed fair market rental value, and if we use the Premises, We may pay rent directly to the landlord for Our use of the Premises. For any inventory or other items sold or consumed by Us during the Option Period, We will reimburse You the actual price You paid for such items. You will be required to cooperate to provide Us with all pertinent information regarding Your Franchise Business, as We deem



necessary. We will establish Our own bank accounts and other accounts for the New Business during the Option Period. During the Option Period, We will pay all costs and expense of the New Business, and all proceeds of the New Business will belong to Us. We will not assume any of Your debts or obligations, and We will not be responsible to pay any debts or expenses incurred by Your Franchise Business. You shall indemnify and hold Us harmless from and against any and all claims, damages, losses, deficiencies, liabilities and costs, Including attorney's fees, of or related in any way to the Franchise Business prior to Us operating the New Business at the Premises, and We will indemnify and hold You harmless from and against any and all claims, damages, losses, deficiencies, liabilities and costs arising solely from the New Business. If necessary, We have the right to change the locks and exclude You from the Premises during this Option Period.

13.1.2 Assumption of Lease. We have the right, during the Option Period, to assume Your Lease under the provisions of Section 4.2 above.

13.1.3 Warranties. The purchase contract for the Operating Assets, as set forth in Paragraph 13.1.1 above, will include standard representations, warranties, covenants and indemnities from You as to the Operating Assets being purchased, Including warranties of good title, absence of liens, compliance with laws, absence of defaults under contracts, litigation and tax compliance.

ARTICLE XIV SALES OR TRANSFERS OF THE FRANCHISE

14.1 Our Right of Assignment. This Agreement and all rights and obligations hereunder are fully assignable and transferable, whether in part or whole, by Us, and if so assigned or transferred, will be binding upon and inure to the benefit of Our successors and assigns. We may be sold, or We may sell any part of or all of Our Confidential Information and/or Intellectual Property or other assets to a competitive or other entity. In addition, We may go public, may engage in a private or other placement of some or all of Our securities, may merge, acquire other entities or assets which may be competitive with the System or not, be acquired by a competitive or other entity, and may undertake any refinancing, leveraged buy-out or other transaction, Including arrangements in which: 1) the territories, locations or other facilities are, or are not, converted to the System or other format or brand (Including using the System or Marks), or 2) the System is converted to another format or brand, maintained under the System or a different system. You waive all claims, demands and damages with respect to any transaction or otherwise allowed under this Section or otherwise. You shall fully cooperate with any such proposal, merger, acquisition, conversion, sale or financing.

14.2 No Assignment by You Without Our Approval. This Agreement is personal as to You and is being entered into in reliance upon and in consideration of Your qualifications and representations, Including representations of all current owners. Therefore, none of Your Franchise Assets may be Transferred in any manner by You or anyone else unless Our prior written approval is obtained. You must follow and strictly comply any policies We may develop related to Transfer of all or any part of Your ownership or this Agreement. You shall provide Us with all documentation relating to the Transfer of Your Franchise Business. Said approval will not be unreasonably withheld but will be conditioned upon Our satisfaction with the qualifications set forth in Section 14.3 below of the proposed transferee and its owners and officers.

14.2.1 Transfers to Competitors Prohibited. You cannot Transfer any part of Your Franchise Assets to a Competing Business without Our written permission. Any such Transfer without Our written approval is considered void ab initio.



14.3 Qualifications of Transferee. In determining the acceptability of the proposed transferee, We will consider, among other things, Our then-current standards for new franchisees, including the net worth, financial resources, credit worthiness, health, background, training, personality, reputation, and business experience of the proposed transferee, including that of the new Operating Principal, the terms and conditions of the Transfer, and any circumstances that would make the Transfer not in the best interests of Us or the System, including the proposed purchase price. We may meet and candidly discuss all matters relating to Your Franchise Business with the potential transferee, including providing a proposed transferee with corrected information or information in addition to what You have provided, including providing a proposed transferee with corrected information in addition to what You have provided. In no case will You or a proposed transferee rely on Us to review or evaluate any proposed Transfer. Neither We nor Our affiliates will be liable to You or the transferee or any other person or entity relating to the Transfer, and You shall indemnify and hold Us harmless from any liability whatsoever relating thereto.

14.4 Application for Transfer. You must provide Us written notice if Your intent to Transfer prior to listing or offering part of the Franchise Assets for sale, and upon any proposed Transfer of Your Franchise Assets, or any interest therein. You must also submit to Us an application in the form specified by Us on behalf of the proposed transferee.

14.5 Transfer Fee. As a condition of Our approving the Transfer of any part of Your Franchise Assets, You shall pay Us the non-refundable Transfer Fee listed in Exhibit "A-3" at the time of the approved Transfer.

14.6 Minority Interest Transfers. If a proposed Transfer is for less than 40% of Your entity (cumulative during the term of this Agreement), there will be no transfer Fee, but You must reimburse Us Our legal and corporate fees incurred related to the Transfer, and We will not be entitled to exercise Our right of first refusal set forth in Section 14.9 below. However, all guarantors will remain guarantors to this Agreement unless otherwise released by Us in Our sole discretion. Each ownership certificate of a corporation or limited liability company franchisee must have endorsed upon its face that a Transfer is subject to the restrictions of this Agreement. Additionally, any new Operating Principal and other applicable personnel are required to complete the necessary training as required by Us. Any new owner, with an ownership of 20% or more in Your Franchise Business or Your entity must personally guarantee the obligations of this Agreement.

14.7 Involuntary Transfers Void. Involuntary Transfers of this Agreement by You, such as by legal process, are not permitted, are not binding on Us, and are grounds for termination of this Agreement. Using this Agreement as security for a loan, or otherwise encumbering this Agreement is prohibited unless We specifically consent to any such action in writing prior to the proposed transaction. You cannot grant a sub-franchise under this Agreement nor to otherwise seek to license or permit others to use this Agreement or any of the rights derived by You under it. Any attempt to Transfer any part of the Franchise Assets whether or not binding on Us, will be grounds for the immediate Termination of this Agreement unless such Transfer is authorized in writing by Us.

14.8 Conditions of Transfer. Prior to the effective date of Transfer of any part of Your Franchise Assets and as a condition for Our approval of any Transfer:

14.8.1 Compliance. You must be in full compliance with this Agreement and not be in default hereunder, and you must comply with Our policies related to a Transfer as set forth in the Manuals. All accounts payable and other monetary obligations to Us or Our affiliates or



subsidiaries must be paid in full. You must have submitted to Us all required reports, financial statements, and other documents.

14.8.2 Written Proposal. The terms and conditions of the proposed Transfer must be provided in writing to Us within the time frames specified by Us. The price and other proposed terms of the Transfer must not, in Our reasonable business judgment, have the effect of negatively impacting the future viability of the Franchise Business.

14.8.3 Assumption of Obligations. All Your obligations in connection with Your Franchise Assets must be assumed by the transferee, Including assuming Your Lease obligations, if applicable, in a form acceptable to Us.

14.8.4 New Franchise Agreement. At Our discretion, the transferee must sign the then-current form of the Franchise Agreement for a term equal to the remaining term of this Agreement, the remaining term of the existing Lease, or the term set forth in the then-current franchise agreement and fully upgrade and refurbish the Franchise Business and Premises to the level required of new franchisees.

14.8.5 Training. The transferee and any new Operating Principal and other required personnel must pay for and complete the training or certification program required of new franchisees. See Exhibit "A-3." The transferee is also responsible for the cost of travel, food and lodging for the transferee's attendees. You and the transferee and We must coordinate on the timing of training, so that the Franchise Business does not have a gap in properly trained management.

14.8.6 Transfer Fee. You shall pay the Transfer Fee set forth on Exhibit "A-3."

14.8.7 General Release. You must execute a general release releasing Us of any claims You may have against Us.

14.8.8 Gift Cards; Pre-paid Services. You must provide Us and the proposed transferee, with an accounting and list of all outstanding gift cards, gift certificates, and pre-paid visits as of the date of Termination, which must be taken into account and handled as part of the transfer agreement.

14.8.9 Survival of Covenants. Your non-competition, indemnity and confidentiality obligations, the provisions relating to dispute resolutions, and other applicable terms of this Agreement, will survive any Transfer.

14.9 First Right of Refusal.

14.9.1 Right of First Refusal. You hereby grant to Us the right of first refusal to purchase Your Franchise Assets on such terms and conditions specified in a bona fide written offer from a third-party, who would satisfy the criteria for approval under Section 14.3. You must notify Us in writing of the terms and conditions of the Transfer, Including the Franchise Assets proposed to be Transferred, the purchase price or other consideration, any creditor financing terms being extended by You, the date of the proposed Transfer, and all other pertinent provisions of the proposed Transfer. In addition, a copy of any contract, agreement, memorandum of sale, deposit receipt, letter of intent and the like, must also be forwarded to Us as soon as it is signed by You. Following receipt of all pertinent data and documents concerning the proposed Transfer, and data concerning Your Franchise Business, financials, employee information, and lease information, We will have 60 days in which to advise You in writing of Our election to have the



Franchise Assets transferred and assigned to Us on the terms and conditions agreed to by the prospective transferee. Should We elect to purchase the Franchise Assets proposed to be Transferred pursuant to Our right of first refusal, You and We agree to cooperate to accomplish the Transfer as set forth in the provisions submitted to Us by You, provided that the date for the completion of the Transfer can be extended at Our option for up to 30 days beyond the date originally indicated for the completion of the Transfer in order to allow the completion of the transaction in a manner more convenient to Us. We have the right to off-set any amounts You owe to Us against the purchase price.

14.9.2 Non-Election of Rights. If We do not elect to purchase the Franchise Assets proposed to be Transferred, You may complete the proposed Transfer on the terms and conditions set forth in Your notice to Us subject to Our right to approve the proposed transferee and the terms and conditions set forth under this Article. However, if there are any material changes in the terms and conditions of the proposed Transfer, and any of those changes are more favorable to the purchaser, You must notify Us of the changes in writing, and We will have an additional 10 days to elect to purchase the Franchise Assets proposed to be Transferred on the revised terms and conditions. Additionally, if Your Franchise Business is not Transferred to such third-party within five months after We elect not to purchase the Franchise Assets, You must re-offer the Franchise Assets to Us before You may Transfer to an approved third-party. We have no obligation to purchase Your Franchise Assets.

14.10 Death or Incapacity and Interim Management. In the event of the death or incapacity of an individual franchisee, or the majority owner of the franchisee entity (the term "incapacity" means any physical or mental infirmity that prevents the person from performing the obligations under this Agreement: (i) for a period of 60 or more consecutive days, or (ii) for 100 total days during a calendar year), the heirs or personal representative will have the right to continue Your Franchise Business; provided that within a reasonable time (not more than 160 days) after such death or incapacity (or such longer period required by the laws of the state where Your Franchise Business is located) the heirs appoint a representative to act in behalf of the heirs in all matters pertaining to Your Franchise Business as provided for new Operating Principals, designated managers, or franchisees, including the requirements to have the representative trained and accepted by Us in accordance with Our standards. The heirs or personal representatives, instead of operating Your Franchise Business themselves under the foregoing procedures may choose to Transfer Your Franchise Business. If a decision to Transfer is made, the Transfer procedures explained above will apply. If We are required to operate Your Franchise Business for a time due to Your death or incapacity, or as otherwise allowed under this Agreement, the provisions of Paragraph 6.2.3 above will apply.

14.11 Assumption of Obligations. The parties agree that in the event a court of competent jurisdiction orders You to Transfer to Your spouse, domestic partner, or a third-party all or any part of Your Franchise Assets, such an order will constitute a Transfer of this Agreement and will cause the transferee to be subject to all of the terms and conditions concerning Transfers set forth herein above.

14.12 Acquisitions. If We receive an offer to acquire a majority of the franchises or to purchase a majority of Our assets or stock, or to merge or go public or similar transactions, We have the option, but not the obligation, to purchase all of Your rights and interests in and under this Agreement and Your Franchise Business at fair market value payable on terms as reasonably negotiated. The purchase price will not Include compensation for any successor term or goodwill. All goodwill belongs to Us. If the purchase option is exercised, You must execute a general release to Us. We will close Our purchase and make payment within 60 days after closing or as soon thereafter as reasonably practical.



14.13 Transfer for Convenience of Ownership. If You are an individual or individuals, You may Transfer this Agreement without paying a fee to Us, to a corporation or limited liability company formed for the convenience of ownership (without pay a transfer fee to Us), provided You: 1) give Us at least 15 days' prior written notice of the proposed Transfer; 2) send Us copies of the entity's charter documents, bylaws (or operating agreement), ownership interests of the owners, and similar documents, as We may request for Our review; and 3) own all equity and voting securities of the corporation or limited liability company. Additionally, You and the new entity must sign an assumption and assignment agreement in the form required by Us, whereby the transferee assumes all obligations of this Agreement, and all personal guarantors remain as personal guarantors after the Transfer. Furthermore, Your Operating Principal must continue in the same capacities as before the Transfer.

ARTICLE XV RELATIONSHIP OF THE PARTIES

15.1 Independent Contractors. In all matters, You are an independent contractor. Nothing in this Agreement or in the franchise relationship constitutes You as Our partner, agent, employee, joint employer, or joint venturer with Us, and this Agreement does not create a fiduciary relationship between You and Us. Neither party is liable for the debts, damages, losses, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors or omissions of the other. You are solely responsible for the management and control of Your Franchise Business, Including its daily operations, managing and directing employees, contractors, and salespersons, and paying all costs and expenses of Your Franchise Business. The parties agree not to hold themselves out by action or inaction contrary to the foregoing and to indemnify each other for any liability, cost or expense, Including attorney's fees, incurred by either of them for any act, omission, finding or result to the contrary. None of Your employees will be deemed to be Our employee and each employee will be so notified by You. Neither party has the authority to act as agent for the other, and neither You nor We guaranty the obligations of the other or in any way become obligated for the debts or expenses of the other unless agreed to in writing. You must post promptly and maintain any signs or notices specified by Us or by applicable law indicating the status of the parties as described above.

15.2 Indemnification. You shall defend, indemnify, and hold Us harmless from any and against any and all losses, liabilities, damages, costs and expenses whatsoever, Including reasonable attorney's fees arising out of or related to, or in any way connected with You or Your acts, errors, negligence, or omissions in the operation of Your Franchise Business or Your Franchise Business generally, Including any allegation that You are Our employee, or that We are a joint employer or otherwise responsible for the acts or omissions relating to Your employees, and other laws regarding public accommodations for persons with disabilities. You agree not to file any crossclaim or counter-claim against Us for any action made by a third-party or make any response that would infer or represent We are liable as a party or defendant to any action that is contrary to this Section. This Agreement and the terms in this Article and related terms in this Agreement is a bona fide defense to any claim You may contradictorily make against Us as to Our liability or proportion of fault. You shall bear all costs to defend Us from claims raised by a third-party. If We incur any costs or liabilities to any third-party, You shall reimburse Us for costs associated with Our defense to those claims. We have the right to defend any such claim against Us by employing counsel of Our choice, subject to full reimbursement of all legal fees by You. We will use Our reasonable efforts to cooperate with You in any litigation, judicial or administrative proceeding to avoid duplication of time, effort or expenditure to the greatest extent possible without compromising Our interest in such matter. You are not required to indemnify Us for liability caused by Our willful misconduct or gross negligence. This indemnity will continue in full



force and effect subsequent to and notwithstanding the Termination of this Agreement.

ARTICLE XVI COVENANT NOT TO COMPETE

16.1 In-Term Covenants. During the term of this Agreement and for any extensions or Successor Franchises hereof, You, Your Principals, and Your Immediate Family shall not, directly or indirectly, be a Participant, assist, or serve in any other capacity whatsoever or have any interest in a Competing Business in any capacity, territory, or location, except with Our prior written consent. Your Principals must each execute the standard Brand Protection Agreement for Principals attached as Exhibit "A-4," and Your personnel must execute Our Management Employee Brand Protection Agreement (see Exhibit "A-5"). (Although We provide You this form, You are responsible to conform it to the laws and regulations of Your state.) A copy of all such agreements must be promptly delivered to Us within 10 days of hiring of the respective employee.

16.2 Confidentiality. During the term of this Agreement and any extensions or Successor Franchises hereof, and at any time after the Termination of this Agreement, You and those over whom You have control shall not make any unauthorized disclosure or use of Our Confidential Information or Intellectual Property other than as authorized by this Agreement. You shall adopt and implement all reasonable procedures to prevent unauthorized use or disclosure of the Confidential Information and Intellectual Property, which procedures may be prescribed from time to time by Us. You shall never contest the validity of Our exclusive ownership of and rights to Our Intellectual Property or Confidential Information. Without limiting the foregoing, any communication (email, paper, etc.) from Us to You cannot be forwarded to another email account You control or share, or forwarded to anyone, including employees, without first receiving Our express written consent.

16.2.1 Prior Disclosures. You acknowledge and agree that prior to the execution of this Agreement, You may have received information and met and corresponded with Our principals, agents and/or representatives and that any such Confidential Information obtained or received is subject to the protection and restrictions of this Agreement.

16.2.2 Confidentiality of this Agreement. You agree that all terms of this Agreement that are not otherwise made public under franchise disclosure laws will remain confidential, and You will not make any public announcement, issue any press release, publicize, make any confirmation of statements made by third parties concerning the terms of this Agreement, or make any other disclosures without Our prior written consent. It is agreed and understood that You may disclose the confidential terms of this Agreement only to Your professional lenders and advisors.

16.3 Post-Term Covenants. Upon Termination of this Agreement and for a continuous, uninterrupted period of three years thereafter, You, Your Principals, and Your Immediate Family shall not, directly or indirectly, be a Participant, assist, or serve in any other capacity whatsoever or have any interest in or assist any person or entity in any Competing Business within Your Territory or within 25 miles of Your Territory or within 25 miles of the territory of any Dirty Dough® Cookies business operation at the time of Termination of this Agreement.

16.4 Non-Solicitation of Customers; Non-Disparagement. During the term of this Agreement and for three years after the Termination of this Agreement, You, Your Principals, and Your Immediate Family shall not, directly or indirectly, contact any customer serviced by the Franchise Business, a prospective customer, or any former or then-current customer of Ours (with whom You had contact during the term of this Agreement) for the purpose of soliciting any such



customer to a Competing Business. Additionally, You agree not to in any way, form, or medium, disparage Us, the System, or Our officers, owners, partners, directors, members, managers, representatives, agents or employees. For clarity, a “prospective customer” does not mean any possible customer. It means a potential customer who has been engaged in some way, or has provided some personal information, or has elected to receive some communication, but who has not yet done business to be considered an actual customer.

16.5 Survival of Covenants; Tolling of Covenants. The foregoing covenants survive the Termination of this Agreement and apply regardless of whether this Agreement was Terminated by lapse of time, by default of either party, or for any other reason. In addition to other remedies available to Us, in the event You violate a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled for the period of Your violation. You shall also pay Us liquidated damages of \$500 per day for each Competing Business, plus Our then-current royalty rate for all Gross Sales from the Competing Businesses for violation of Sections 16.1 and 16.3. These liquidated damages do not represent a price for the privilege of not performing nor does the payment represent an alternative manner of performance. This Section does not preclude and is not inconsistent with a court granting Us specific performance or any other equitable remedies, such as an injunction, to prevent future breaches.

16.6 Acknowledgement of Harm. You acknowledge that Your violation or breach of the covenants and provisions of this Article is likely to cause substantial and irreparable harm to Us and the System. You agree that the restrictions contained in this Agreement are reasonable and necessary for Our protection and the protection of other franchisees in the System, and that the existence of any claims You may have against Us, whether or not arising from this Agreement, will not constitute a defense to Our ability to enforce the covenants set forth in this Article.

16.7 Our Remedies. If the post-term restrictions of this Article are unenforceable or are reduced to a level which We, in Our reasonable business judgment, find unacceptable, You shall, in addition to any other remedies available to Us, for a period of two years from the date of Termination of this Agreement, pay Us a fee of one-half of the royalties and Marketing Fees that would be payable if the business in question was a Franchise Business.

16.8 Enforceability. It is the desire and intent of the parties to this Agreement that the provisions of this Article be enforced to the fullest extent permissible under applicable laws. If any of the restrictions of this Article are determined to be unenforceable because of duration, scope or coverage or otherwise, then We have the right in Our sole discretion to reduce the scope of any covenant set forth above or any portion thereof, without Your consent, effective immediately upon receipt by You of written notice thereof; which modified covenant will be fully enforceable notwithstanding any other provision of this Agreement.

16.9 Breach of Non-Competition. You and We recognize the difficulty of calculating damages caused by Your breach of Your non-competition obligations and agree that such damages could arise, and You and We hereby agree to the following as a compromise on the calculation of such damages. If You operate a Competing Business in violation of this Agreement, in addition to any other remedy We may have under this Agreement and under law, You shall pay Us the damages Fee listed on Exhibit “A-3.”

16.10 Additional Equitable Remedies. The amount contemplated under Section 16.8 does not represent a price for the privilege of not performing nor does the payment represent an alternative manner of performance. Section 16.8 does not preclude recovery for damages for other breaches of this Agreement and is not inconsistent with a court granting Us specific performance or any other equitable remedies, such as an injunction, to prevent future breaches. Additionally,



We have the right to automatically debit by EFT or other electronic withdrawal means, Your bank account for the amounts payable to Us under Section 16.8.

ARTICLE XVII DISPUTE RESOLUTION

17.1 Quick Resolution. You and We understand that there is always a possibility of differences of opinion or other disagreements in any business relationship and agree that it is important to resolve any Disputes amicably, quickly, inexpensively, and professionally and to return to business as soon as possible.

17.2 Manner of Handling Disputes. In the event any Dispute arises between Us and You in connection with, arising from, or with respect to, any provision hereof, the relationship created herein, or the validity of this Agreement or any provision hereof, or the offer and sale to You, such Dispute will be:

17.2.1 Face-to-Face Meeting. First discussed in a face-to-face meeting between You and Us in Salt Lake City, Utah, or at Our then-current headquarters, within 30 days after either You or We give written notice to the other proposing such a meeting. We have the right, in Our sole discretion, to waive this requirement.

17.2.2 Mediation. If, in the opinion of either You or Us, the face-to-face meeting has not successfully resolved such Dispute, and if desired by either You or Us, the Dispute will be submitted to non-binding mediation before Franchise Arbitration and Mediation Services ("FAM") or as otherwise mutually agreed. The mediation will be conducted exclusively in Salt Lake City, Utah. On election by either party, arbitration as provided below may proceed forward at the same time as mediation. The mediator will be disqualified as a witness, consultant, expert, or counsel for any party with respect to the Dispute and any related matters.

17.2.3 Arbitration. If in the opinion of either You or Us the mediation has not successfully resolved such matters, at the request of either You or Us, the Dispute will be submitted for arbitration to the offices of the American Arbitration Association in accordance with its commercial arbitration rules in effect. All arbitration hearings will be conducted exclusively in Salt Lake City, Utah. The arbitrator will have the power and jurisdiction to decide such dispute solely in accordance with the express provisions of this Agreement. The arbitrator will render a written opinion setting forth the facts found, law applied, and reasons for the decision.

(i) Arbitration Procedures. In any arbitration, the parties will be entitled to specific performance of the obligations under this Agreement. The arbitrator may award or otherwise provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other pre-judgment, equitable and/or interim relief as appropriate pending final resolution by binding arbitration of a Dispute, as well as in connection with any such final resolution, and may issue summary orders disposing of all or part of a Dispute at any point. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction. Offers and/or other communications made in connection with, or related in any way to, mediation, possible settlement or other resolution of a Dispute will not be admitted into evidence or otherwise used in connection with any arbitration or other proceeding, and any arbitration award in violation of this provision will be vacated by the arbitration appeal panel (described below) and/or any court having jurisdiction. The arbitrator will have the power to order compliance with such discovery procedures, as well as assess sanctions for non-compliance with any order. Discovery will be controlled by the arbitrator and will be permitted to the extent set out in this Paragraph. Each



party may submit in writing to the other party, and the other party will respond, to a maximum of any combination of 25 (none of which may have subplots) of the following: interrogatories, demands to produce documents, and requests for admission. You and We are also entitled to take the oral deposition of one individual of the other party. Additional discovery may be permitted upon mutual agreement of the parties or at the discretion of the arbitrator if petitioned by either party. The arbitrator, and not a court, will decide any questions relating in any way to the parties' agreement or claimed agreement to arbitrate, including a claim for fraud in the inducement or otherwise. Each participant must submit or file any Dispute that would constitute a compulsory counterclaim (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceedings as the Dispute to which it relates. Any such Dispute that is not submitted or filed in such proceedings will be forever barred. The award and findings of the arbitrator will be conclusive and binding upon all parties hereto and the judgment upon the award may be entered in any court of competent jurisdiction.

(ii) Individual Disputes. All Disputes must be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff or similar basis between You and Us and will not be consolidated with any other arbitration or court proceeding involving Us and any other party. You hereby fully waive any right You may have to any potential class action claim and agree that any legal action will only be on an individual party basis.

(iii) Agreed Limitations. Except for payments owed by one party to the other, claims attributable to Your underreporting of sales, indemnification under Article XV, or claims related to an act of Yours allowing Us to immediately terminate this Agreement, any legal action or arbitration proceeding (including the offer and sale of a franchise to You) brought or instituted with respect to any Dispute hereunder must be brought or instituted within a period of one year from the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; provided that no claim may be brought more than two years after the first act or omission giving rise to an alleged claim. The initiation of mediation or arbitration hereunder will toll the applicable statute of limitations for the duration of any such proceedings.

(iv) Limited Damages. You and We waive any right or claim of any consequential, punitive or exemplary damages against each other and agree that in the event of a Dispute between You and Us, each will be limited to the recovery of actual damages sustained. In the event we are found liable in any Dispute, whether in contract or in tort, You agree that Our total monetary responsibility and liability will not exceed a total equal to your initial opening expenses (limited to those items required in Item 7 of the franchise disclosure document). We will not be liable for any act or omission which is consistent with this Agreement or which is done in subjective good faith.

(v) Exceptions to Arbitration. You and We agree that nothing in this Agreement obligates Us to arbitrate or mediate Disputes or issues relating to: (a) the validity of the Marks, or any trademarks, service marks or other Intellectual Property; (b) rights to obtain a writ of attachment or other prejudgment remedies; (c) rights to receive and enforce a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief; or (d) Disputes solely for fees and other monies owed by one party to the other under this Agreement.

(vi) Appeals. If any party to an arbitration wishes to appeal any final award by an arbitrator (there will be no appeal of interim awards or other interim relief), that party can appeal, within 30 days of such final award, to a three-person arbitrator panel to be appointed by the same organization as conducted the arbitration to be held exclusively at the same location as specified above. The issues on appeal will be limited to the proper application of the law to the facts found at the arbitration and will not include any trial *de novo* or other fact-finding function.



The party requesting such appeal must pay all costs and fees of the arbitrators and arbitration proceedings.

(vii) Sharing of Fees. Except for an appeal, the parties to the Dispute or action will share the fees and expenses of the mediation and the arbitration equally during the mediation and arbitration. If a party is unable or unwilling to pay its share of the cost of the mediation or arbitration, the other party has the right to cover those costs; however, the prevailing party in arbitration, including on appeal, will be awarded costs and attorney’s fees as set forth in Section 19.3 below.

(viii) Federal Arbitration Act. You and We mutually agree that all issues relating to arbitrability are governed exclusively by the Federal Arbitration Act and the federal common law of arbitration to the exclusion of any state statutes or common law and will be decided by the arbitrator. All provisions of this Agreement pertaining to venue, choice-of-laws, dispute avoidance and resolution will be strictly enforced, and You and We will rely on federal preemption under the Federal Arbitration Act.

17.3 Continued Performance. During the pendency of any Dispute or any such interim relief proceeding, the parties shall continue to perform their respective obligations under this Agreement.

**ARTICLE XVIII
NOTICES**

18.1 Notices. All notices permitted or required under this Agreement must be in writing and delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission when confirmed by facsimile transmission, during normal business hours, Monday through Friday, holidays excepted; (iv) by sending an email to the email address below or other verified email address when confirmed by receipt verification, which verification will not be withheld or otherwise denied; or (v) by certified or registered mail, return receipt requested, addressed as follows:

FRANCHISOR:	FRANCHISEE:
Dirty Dough Franchising LLC 632 N. 2000 W. Unit 110 Lindon, Utah 84042 (or Our then-current headquarters) Email: FRANCHISING@DIRTYDOUGHCOOKIES.COM	_____ _____ _____ Email: _____
With a courtesy copy to (which will not act as notice or service to Dirty Dough Franchising LLC): The Franchise & Business Law Group Attn: Kara K. Martin 222 South Main Street, Suite 500 Salt Lake City, Utah 84101 Email: KMARTIN@FBLGLAW.COM	

18.2 Delivery. If You refuse or fail to accept any certified or overnight delivery, acceptance will be deemed to have occurred 48 hours after rejection or failure to accept such



notice. Any notice delivered by mail in the manner herein specified will be deemed delivered and received three days after mailing.

18.3 Listed Addresses. The address specified herein for services of notices may be changed at any time by the party making the change by giving written notice to the other party by certified mail or as otherwise agreed by You and Us. Any notice to You may be delivered to the address set forth above or to the address of Your Franchise Business or office.

ARTICLE XIX CONSTRUCTION AND JURISDICTION

19.1 Governing Law. Except as provided in Section 19.5, this Agreement will be governed, construed and interpreted in accordance with the laws of the State of Utah without giving effect to its conflicts of law provisions. You and We agree that the provisions of this Agreement will control the state or provincial laws by which this Agreement will be governed and any provisions of state or provincial law to the contrary or any statements in Our franchise disclosure document or otherwise required as a condition of registration or otherwise. If the governing law requires terms other than or in addition to those in this Agreement, then such terms will be deemed incorporated herein but only to the extent necessary to prevent the invalidity of this Agreement or any of the provisions hereof or the imposition of civil or criminal penalties or liability. To the extent permitted by the laws of the state whose laws govern this Agreement, You hereby waive any provisions of law or regulations which render any portion of this Agreement invalid or unenforceable in any respect.

19.2 Jurisdiction. In order to facilitate our joint interests in having franchise issues determined in a consistent manner for application throughout the System, without in any way limiting or otherwise affecting Your and Our obligations regarding mediation and arbitration in accordance with the provisions of Article XVII, if there is any litigation between us, You and We hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of the state of Utah even though it may be otherwise possible to obtain jurisdiction elsewhere, and You and We agree that Salt Lake City, Utah will be the exclusive venue for any litigation between Us and You. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Utah.

19.3 Costs and Attorney's Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties are entitled to reasonable attorney's fees and other costs reasonably incurred in such action or arbitration or litigation proceeding. The costs of mediation will also be awarded to the prevailing party in arbitration or litigation, if applicable. For purposes of this Agreement, "prevailing party" Includes the party which obtains a judgment in their favor or agrees to dismiss an action or proceeding upon the other's payment of sums allegedly due or performance of the covenants allegedly breached, or which obtains substantially the relief sought. Reimbursement is due within 30 days of written notice after prevailing.

19.4 No Jury Trial. You and We waive, to the fullest extent permitted by law, all rights to trial by jury in any action or Dispute, whether at law or in equity, brought by either party.

19.5 Exception. Notwithstanding the foregoing, the Federal Arbitration Act (9 U.S.C. §§ 1 Et. Seq.) and the United States Trademark Act (Lanham Act, U.S.C § 1051 Et. Seq.) will apply to this Agreement and the relationship of the parties and preempt any state law to the contrary.



ARTICLE XX MISCELLANEOUS

20.1 Headings. Headings used in this Agreement are for reference and convenience purposes only and are not to be used in construing the provisions of this Agreement. As used herein, the male or female gender will include the other and the neuter. The singular will include the plural and the plural will include the singular as appropriate.

20.2 No Third-Party Rights. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement and no third parties will have any right or claims, benefit or right or a third-party beneficiary under this Agreement or any provision hereof. Similarly, You are not entitled to claim any rights or benefits, including those of a third-party beneficiary, under any contract, understanding or agreement between Us and any other person or entity, unless that contract, understanding, or agreement specifically refers to You by name and specifically grant rights or benefits to You.

20.3 Authority. Where an entity is a party to this Agreement, the person or persons signing this Agreement on behalf of the entity warrant to Us that they have the requisite authority to sign this Agreement. At Our request, the concerned company signatory agrees to promptly provide Us with a certified copy of the resolution authorizing the execution of this Agreement and naming the officers, directors, members, or managers of the entity who are authorized to sign this Agreement on behalf of the entity. No field representative or salesperson has the right or authority to sign this Agreement or make oral representations or written modifications hereof on Our behalf.

20.4 No Partial Payments. No payment by You or receipt by Us of any amount less than that required to be paid under this Agreement, or otherwise, to Us or any person or entity affiliated with Us, will be deemed to be anything except payment on account, regardless of any endorsement to the contrary contained on any such payment or in any oral or written communication transmitted in connection therewith.

20.5 Joint and Several Liability. If more than one person, corporation, limited liability company, partnership or other entity, guarantor or any combination thereof, sign this Agreement on behalf of the franchisee, the liability of each will be joint and several. All members of a general partnership and all members of any association or other unincorporated entity, which is part of the franchisee hereunder, are jointly and severally liable for Your performance hereunder.

20.6 No Off-Set or Withholdings. You shall not offset or withhold the payment of any Fees, payments or other amounts due to Us or Our affiliates or suppliers on grounds of the alleged non-performance by Us of any of Our covenants or obligations hereunder, any Dispute of any nature or otherwise.

20.7 Disclosure. We can disclose, in disclosure documents or otherwise, information relating to Your Franchise Business, including Your name, address, phone numbers, financial information, copies or reports, and other information.

20.8 Binding Agreement. This Agreement is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

20.9 Force Majeure. Neither party will be liable by reason of any failure or delay in the performance of such applicable party's obligations hereunder on account of strikes, fires, flood, storm, explosion, or other similar causes which is beyond such party's reasonable control. This



Section will not be interpreted to relieve You from Your obligation to pay Us when due all payments required to be made by You under this Agreement.

20.10 Entire Agreement. The parties intend this Agreement and all attached exhibits hereto to be the full and complete agreement between Us and You and the entire integration of all our understandings of every nature concerning the matters contained in this Agreement or in any way related thereto, whether oral or written, and whether occurring before or contemporaneously with the execution of this Agreement. You represent and acknowledge that no agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions, or covenants of any nature exist between You and Us except as specifically set forth in this Agreement, whether pertaining to this Agreement or to any future, further or additional rights of either You or Us. Nothing in this Agreement, or in any related agreement, is intended to be a disclaimer of the representations We made to You in the franchise disclosure document. If any term of this Agreement is determined as void and unenforceable, the remaining terms and duties under this Agreement will still be considered enforceable and severable as if it was its own separate agreement from the voided term.

20.11 Amendments. No amendment, change or variance from this Agreement will be binding on either party unless executed in writing and signed by both parties; however, the Manuals and policies and procedures may be modified by Us from time to time as set forth in this Agreement and are binding.

20.12 Effective Date. Delivery of a draft of this Agreement to You does not constitute an offer. This Agreement will become effective only when fully executed and accepted by Us.

20.13 No Course of Dealing. No course of dealing between You and Us will affect Your or Our rights under this Agreement or otherwise.

20.14 No Representations. You understand that the success or failure of Your Franchise Business depends, in major part, upon Your efforts. You agree that We have not made nor have You received any promise, representation or warranty that: 1) any payments by You are refundable at Your option; 2) We will repurchase any rights granted hereunder; 3) You will achieve any particular sales, income or other levels of performance, or that You will be successful in Your Franchise Business licensed by this Agreement; 4) You will have any exclusive rights of any type other than as expressly set forth herein; 5) You will receive any level of Marketing assistance, site location, development or other services, operational assistance, or otherwise other than as expressly set forth in this Agreement; 6) You will not be required to obtain any licenses or permits in order to operate Your Franchise Business; 7) any location or territory will be successful; or 8) that You will be awarded additional or further franchises or other rights, except as expressly set forth in a written document signed by Us.

20.15 Variances. You understand and agree that: 1) We may have offered franchises in the past, may currently be offering franchises or may offer franchises in the future, on economic or other terms, conditions and provisions which may significantly differ from those offered by this Agreement and any related documents; and 2) there may be instances where We have varied, or will approve exceptions to or changes in the uniform standards, or the terms on which We offer franchises, the charges We make, or otherwise deal with Our franchisees to suit the circumstances of a particular transaction as We believe necessary or desirable under particular circumstances. You have no right to object to such variances or to obtain the same variances for Yourself.



20.16 No Misrepresentations. You further represent to Us, as an inducement to Our entry into this Agreement, that You have made no misrepresentations in obtaining the award of this franchise.

20.17 Representations of Non-Violation. You represent and warrant that You can enter into this Agreement and that the execution and performance of this Agreement will not be in violation or breach, or cause the violation or breach, of any agreement or covenant between any third-party, or the violation or breach of any order, decree or judgment of any court or administrative agency.

20.18 FDD Acknowledgement. You represent that You have had a copy of Our franchise disclosure document ("FDD") for at least 14 calendar days or 10 business days, whichever is applicable in Your state, prior to signing this Agreement or making any payment to Us.

20.19 Waiver. We may, in writing, unilaterally waive any of Your obligations or requirements under this Agreement. Waiver by Us of any particular default by or obligation of You does not affect or impair Our rights with respect to any subsequent default by You or any of Our other rights to declare the same or subsequent acts a breach or default. Unless otherwise agreed to by Us in writing, Our acceptance of any payments due from You does not waive any prior defaults.

20.20 Counterpart and Electronic Signatures. This Agreement and its exhibits may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature with full legal force and effect and may be used for all purposes as if it were an original.

20.21 Owners of the Franchise. You represent and We rely upon Your representations in entering into this Agreement that the individuals in Exhibit "A-2" are the owners of and sole holders of a legal and beneficial interest in the franchise entity and in Your Franchise Business.

20.22 Drafting. You acknowledge that You have read this Agreement, have had the opportunity to review it with an attorney of Your respective choice and have agreed to all of its terms. The rule of construction that a contract be construed against the drafter will not be applied in interpreting this Agreement.

ARTICLE XXI DEFINITIONS

"Competing Business" means a cookie and other dessert business, in wholesale or retail, or a business offering cookies and other desserts, or those products or services the same as or substantially similar to those offered at Your Franchise Business or as part of the System if other than cookies and other desserts, during the term hereof or at the time of Termination.

"Confidential Information" means any information (through no fault of Yours) relating to Our products or services, or operation of a Dirty Dough® Cookies business, the System, or relating to the System as a whole, including: (i) methods, techniques, formats, specifications, procedures, and systems; (ii) hardware, software, proprietary technology, and equipment; (iii) sales and Marketing programs, sales techniques, bidding methods, etc.; (iv) the development and operation of Dirty Dough® Cookies businesses; (v) knowledge of, specifications for, and suppliers of, certain Dirty Dough® Cookies products, materials, supplies, equipment, furnishings and fixtures; (vi) operating results and financial performance of Dirty Dough® Cookies businesses; (vii) Our strategic plans and concepts for the development, operation, or expansion of Dirty Dough®



Cookies businesses; (viii) the contents of Our Manuals; (ix) all Customer Data; (xi) login, passwords, access information, etc., to Our email accounts, Social Media, Manuals or other internal sites or shared documents (xii) Our Intellectual Property that is generally deemed confidential; (xiii) all Innovations; (xiv) Our Recipes; and (xv) any other information obtained from Us in confidence at any time by virtue of the franchise or license relationship.

“Copyright Materials” means all writings, video and audio recordings, materials, Manuals, artwork, websites, logos, Marketing materials, apps, and designs used with the Marks or in association with the System.

“Customer” or “Client” whether or not capitalized have interchangeable meanings in this Agreement.

“Customer Data” means any and all customers, and customer and prospective customer data and lists, Including phone numbers, emails, mailing addresses, name and contact information for key personnel of the customer, Social Media followers’ information, etc., even if maintained by You or deemed to have arisen through Your activities. For clarity, a “prospective customer” does not mean any possible customer. It means a potential customer who has been engaged in some way, or has provided some personal information, or has elected to receive some communication, but who has not yet done business to be considered an actual customer.

“Dispute” any claim, controversy, disagreement, or dispute of any type whatsoever.

“Fees” refers to those fees, payments, and costs You are required to pay to Us, as more fully set forth on Exhibit “A-3.”

“Franchise Assets” means this Agreement or any of its rights or privileges, or any shares or units in the ownership of Your entity, Your Franchise Business, or substantially all of Your assets.

“Gross Sales” Includes the total of all sales of all products, merchandise, goods and services sold, traded, bartered, or rendered by You and income of every kind and nature, Including the value of a trade or other bartering, arising from Your Franchise Business and tangible property of every kind sold by You during the term of this Agreement. “Gross Sales” excludes bona fide credits or returns and excludes amounts paid by You for sales or use taxes on the sale of any products or services.

“Immediate Family” refers to and Includes each of Your spouses, domestic partners, parents, stepparents, children, stepchildren, sons-in-law, and daughters-in law.

“Innovation” means any idea conceived or developed, or any actual improvement, change, modification, enhancement, or addition to the System, Including to Your Franchise Business, Copyrighted Materials, Manuals, Confidential Information, website, Social Media, Marketing materials, apps or any other documents or information pertaining to or relating to the System, or any Intellectual Property related to the System, or any creative concepts, Marketing and promotional ideas or inventions related to the System, and all derivatives thereof, whether implemented in the System or not.

“Including” or “Includes” means “including but not limited to,” “including, without limitation,” and similar all-inclusive and non-exhaustive meanings.

“Intellectual Property” means all Marks, trade dress, names, Copyrighted Materials, systems, patents, patent applications, trade secrets, websites, Social Media, apps, and software.



“Interim Management Period” refers to the period of time during which We step in to manage Your Franchise Business as allowed under this Agreement.

“Internet” means any present or future interactive system for electronic communications, using lines, cables, wireless, satellite, radio or any other technology; and which involves one or more of the following: the system of interconnected computer networks that use the internet protocol suite (TCP/IP) or its successor; websites or similar remotely-accessible electronic information sources (whether password protected or not); use of domain names, other locators, or emails that use our trademarks; internet phone services; cellular or similar messaging; mobile applications; social networks or Social Media; or wikis, podcasts, online content sharing communities, or blogging.

“Lease” means a commercial lease or other document of occupancy of the Premises.

“Manuals” means one or more guides or manuals, including an operations manual, brand standards manual, and/or policies and procedures manual, technical bulletins, online drives or portals, or other written materials as may be developed, modified and supplemented by Us periodically. The Manuals may be printed or in an electronic format.

“Marketing” or “Market” includes advertising, brand development, promotion, public relations campaigns, content creation, influencer incentives or compensation, market research and other related processes.

“Marks” means the federally registered and common law trademarks and service marks owned by Us or licensed to Us, whether now or later developed. “Marks” also includes any and all names, trade names, trademarks, slogans, service marks, logos and/or other commercial property or symbols licensed to You pursuant to this Agreement or used in connection with the System or later added to the System.

“Operating Account” means that account into which all receipts of Your Franchise Business must be deposited.

“Operating Assets” means Your assets, contracts, inventory, supplies, furniture, equipment, signs, service vehicles, accessories, and other personal property relating to Your Franchise Business.

“Operating Principal” is: a) You if You as the franchisee are an individual; or b) if You are an entity, an individual that owns at least 20% of the ownership and voting interests in the franchisee entity (unless You obtain Our written approval of a lower percentage), has authority over all business decisions related to the Franchise Business, and has the power to bind You in all dealings with Us.

“Participant” means an owner, operator, shareholder, director, partner, member, manager, consultant, agent, employee, contractor, advisor, officer, lessor, lessee, licensor, or licensee.

“Principal” means shareholders, owners, partners, directors, members, managers, officers, and principal employees and contractors.

“Recipes” means Our recipes, kitchen books, ingredients, flavors, compositions, mixes, batters, syrups, spices, sauces, fillings, frostings, toppings, dressings, cook temperatures, cook or



mix times, measurements, menus, preparation techniques, methods, and formulas, etc., related to Our food or drink products and menu items.

“Shall” when used in this Agreement (even if not capitalized) means must or other similar affirmative obligation, as the context requires.

“Social Media” means any and all websites, apps and web or Internet pages for social interaction, business operation, Marketing, and other online information communications, whether now or later developed.

“System” Includes the Franchise Business, specific Marks, interior design, store layout and décor, color schemes, standards, Manuals, Recipes, processes, services, know-how, operating procedures and Marketing concepts, business formats, specifications for and the use of certain equipment, the sale of products, food and supply items, and the use of proprietary and Confidential Information and other Intellectual Property.

“Termination” or “Terminate” Includes expiration, non-renewal, repurchase of Your rights, non-granting of a Successor Franchise, non-renewal, Transfer, or any other means by which this Agreement is no longer in effect and You are no longer a franchisee of the Dirty Dough® Cookies System.

“Transfer” Includes any direct or indirect assignment, transfer, division, trade, sale, gift, pledge, sublicense, mortgage, granting of any security interest, or sale at judicial sale or under power of sale, conveyance or retention of collateral in satisfaction of debt, or other procedure to enforce the terms of any pledge, encumbrance, or security interest.

“We,” “Our(s)” or “Us” only as applied to Paragraphs 2.2.3, 10.1.1, 10.1.2, and 14.8.7, Sections 3.1, 3.5, 6.6, and 16.4, and Articles XI and XV Includes Our predecessors, parents, affiliates, subsidiaries, successors, and assigns and Our officers, directors, shareholders, members, managers, employees, agents, development agents, or others with whose conduct We are chargeable, as applicable.

“You” or “Your” Includes all signers of this Agreement, all current and subsequent guarantors, all subsequent and current members, Operating Principals, owners, partners, shareholders, managers, directors, officers, agents, affiliates, principal employees and with those whose conduct You are chargeable.

[INTENTIONALLY LEFT BLANK]

WE CANNOT RELIABLY PROJECT YOUR FUTURE PERFORMANCE, REVENUES OR PROFITS, AND YOU REPRESENT, COVENANT AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING YOUR SUCCESS AS A FRANCHISEE, AND WE DISCLAIM ANY WARRANTY OR REPRESENTATION AS TO THE POTENTIAL SUCCESS OF THE BUSINESS OPERATIONS UNDER THIS FRANCHISE AGREEMENT. THE SUCCESS OF YOUR BUSINESS IS LARGELY DEPENDENT ON YOUR PERSONAL EFFORTS.

WE EXPRESSLY DISCLAIM THE MAKING OF ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE SALES, EARNING, INCOME, PROFITS, GROSS SALES, BUSINESS OR FINANCIAL SUCCESS, OR VALUE OF YOUR FRANCHISE BUSINESS.



YOU ACKNOWLEDGE THAT YOU HAVE HAD AN OPPORTUNITY TO HAVE THIS AGREEMENT AND RELATED DOCUMENTS REVIEWED BY YOUR OWN ATTORNEY.

IN WITNESS WHEREOF, the parties have respectively signed this Franchise Agreement effective as of the day and year first written above.

FRANCHISOR:

DIRTY DOUGH FRANCHISING LLC

By: _____
(Signature)

Name: _____

Title: _____

FRANCHISEE:

By: _____
(Signature)

Name: _____

Title: _____

If the franchisee is not an entity, each person must sign personally.

By: _____
(Signature)

Name: _____, personally

By: _____
(Signature)

Name: _____, personally



EXHIBIT "A-1"
TO THE FRANCHISE AGREEMENT

SEARCH AREA AND TERRITORY:
(Map may be attached)

1. Your Search Area in which to locate Your Premises is as follows:

2. You approved Premises is to be located at:

3. Your Territory is ___ miles from Your approved Premises location in all driving directions.

Our approval of the Territory or a site is not a guarantee or a warranty
of the potential success of a territory or a site.

Franchisee Initial and Date

Franchisor Initial and Date



EXHIBIT "A-2"
TO THE FRANCHISE AGREEMENT

COMPANY REPRESENTATIONS AND WARRANTIES

You make the following additional warranties and representations:

You are a (check one):

- Partnership Corporation
 Sole Proprietorship Limited Liability Company

Name of entity: _____

State entity was formed: _____

Date of formation: _____

EIN: _____

The names and addresses of each shareholder, partner, or member holding an ownership interest in the corporation, partnership, or limited liability company (please print or type the information and add extra lines if necessary):

Name	Address	Percentage of Ownership*

*Corporation: Percentage owned of outstanding voting stock.

*Partnership: Percentage owned in voting and in capital and profits.

*Limited Liability Company: Percentage owned in membership interest.

The names of the officers of the company (please print or type the information and add extra lines if necessary):

Name	Title

The address where Your corporate records are maintained is:



The name and address of the Operating Principal who has been approved by Us and who will be directly responsible for supervising Your business operations and who has authority to work with Us and make decisions relating to the operations of the Franchise Business:

Name: _____

Address: _____

Email: _____

You must provide Us a copy of Your articles of organization and operating agreement or articles of incorporation and bylaws within one week of the date below.

Dated _____.

FRANCHISEE:

By: _____

(Signature)

Name: _____

Title: _____



**EXHIBIT “A-3”
TO THE FRANCHISE AGREEMENT**

FEE CHART¹

The following Fees are more fully described in the Franchise Agreement.

Type of Fee	Amount	Section Reference
Initial Standard Unit Franchise Fee	\$49,500	See Section 5.1
Royalty	7% of Gross Sales	See Section 5.2
Advertising Fund Fee	3% of Gross Sales	See Paragraph 5.3.1
Annual Minimum Revenue	\$120,000 (calculated starting after the first year of operations)	See Paragraph 1.1.3
Territory Adjustment Fee	\$2,500	See Paragraph 1.1.4
Successor Franchise Fee	\$2,500	See Paragraph 2.2.4
Site Approval Fee	\$500	See Paragraph 4.1.1
Relocation Fee	\$5,000	See Section 4.5
Additional Franchise Locations	Reduced by \$5,000 per franchise for first 2 additional units: <ul style="list-style-type: none"> • 2nd = \$44,500 • 3rd = \$39,500 • 4th + = \$34,500 	See Paragraph 5.1.2
Mobile Trailer Unit Franchise Fees	\$29,500 for the first unit Reduced fee of \$20,500 for first unit for current standard franchisees' in good standing \$5,000 per unit after the first for all franchisees	See Paragraph 5.1.2
Local Marketing	\$1,000 per month	See Paragraph 5.3.2 and Section 10.3
Late Fees and Interest	\$25 per day up to a maximum of \$500 per fee per month, plus 18% interest, or the maximum interest allowed by state law	See Paragraphs 5.4.3 and 5.4.4
Non-Sufficient Fund Fees	\$50 per bounced check or draft, or the maximum allowed by state law	See Paragraph 5.4.3
Sales or Use Tax	Sum equal to tax imposed	See Paragraph 5.4.5
Audit Charge	Cost of audit	See Paragraph 5.5.2
System Non-Compliance Fines and Charges	Amounts to be specified in the Manuals. Ranging between \$50 and \$500	See Section 5.9
Technology Fee	\$149 to \$300 per month	See Section 5.10
Initial Training Fee	\$500 for standard units; \$750 for mobile units	See Paragraph 6.1.4
Replacement Training	\$250 per person/per day	See Paragraph 6.1.4(i)
Refresher Training	\$250 per person/per day	See Paragraph 6.1.4(ii)
Annual Manager Training	\$250 per person/per day	See Section 6.1.4(iii)
Additional In-Person Training	\$250 per person/per day	See Paragraph 6.1.4(iv)



Initial Cookie Dough and Toppings Order	\$5,000 to \$16,000	See Paragraph 6.1.5
Initial Cookie Dough and Toppings Order for Mobile Unit	\$2,500 to \$7,500	See Paragraph 6.1.5
Grand Opening Marketing Fee	\$1,000	See Paragraphs 6.1.5 and 10.4.2(i)
Opening Assistance Rescheduling Fee	\$500	See Paragraphs 6.1.5 and 7.4.1
Insurance Reimbursement Fee	Reimbursement of premium costs plus and administration fee of \$500 per person, per hour	See Paragraph 6.1.11(ii)
PCI and DSS Audit Reimbursement Fee	Reasonable costs of the audit	See Paragraph 6.1.13(iv)
Conference Fee	Determined at time of conference	See Paragraph 6.1.14
Seminar Fee	Determined at time of seminar	See Paragraph 6.1.14
Customer Relation Management Software	Approximately \$149 to \$225 per month	See Paragraph 6.1.15
Customer Complaint Resolution Fee	Amount paid to customer, plus \$100 per instance	See Paragraph 6.2.2(vi)
Compliance Reinspection Fee	\$250	See Paragraph 6.2.2(iv)
Interim Management Fee	\$250 per person/per day	See Paragraph 6.2.3 and Section 14.10
Supplier Evaluation Fee	Our costs and expenses	See Section 8.3
Additional Copies of Marketing Materials	Our costs, plus 20%, and the costs for shipping and handling	See Section 10.4
Website Maintenance Fee	Currently, \$0	See Paragraph 10.6.1
Fees on Default	Our costs associated with Your default	See Section 11.2
Post-Termination De-identification Non-Compliance Fee	\$100 per day or \$1,500 total, whichever is more	See Paragraph 12.1.8
Customer Reimbursement Fee	\$100 per instance	See Paragraph 12.1.11
Gift Card and Prepaid Services Reimbursement Fee	Varies	See Paragraph 12.1.11
Post-Termination Fees	Varies	See Paragraph 12.1.13
Early Termination Liquidated Damages	Average royalty from the previous 12 months multiplied by the lesser of 30 months or the remaining term of this Agreement, whichever is less	See Section 12.5
Franchise Agreement Transfer Fee	\$2,500	See Section 14.5
Minority Interest Transfer Fee	Legal and corporate fees and costs incurred	See Section 14.6
Transferee Training Fee	\$1,500	See Paragraph 14.8.5
Indemnification	Varies	See Section 15.2
Non-Compete Violations Fee	\$500 per day for each competing business, plus Our then-current royalty rate for all Gross Sales from the competing businesses	See Section 16.9



Dispute Resolution Fees	Varies	See Section 17.2 and Section 19.3
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¹ If a fee is subject to change by Us rather than by a third party, the increase will not be more than the equivalent of 15% per year during the term of this Agreement. Costs or fees charged by third parties are subject to change at any time and do not have an annual cap. In addition, as new technologies are developed, we may implement such technologies into Our System and there may be a required fee associated.



EXHIBIT "A-4"
TO THE FRANCHISE AGREEMENT

BRAND PROTECTION AGREEMENT FOR PRINCIPALS

This BRAND PROTECTION AGREEMENT FOR PRINCIPALS (the "Agreement") is entered into and made effective as of the effective date listed below by DIRTY DOUGH FRANCHISING LLC ("Franchisor") and the undersigned ("Principals").

WHEREAS, Principals or his or her, or their company, entered into an agreement with Franchisor so as to be able to obtain the rights to operate a Dirty Dough® Cookies Franchise Business using the System developed by Franchisor, Including certain Confidential Information of Franchisor ("Franchise Agreement"); and

WHEREAS, Principals will have access to certain parts of the Confidential Information; and

WHEREAS, Franchisor has developed Confidential Information and Recipes for the operation of a Dirty Dough® Cookies Franchise Business and may continue to develop new Recipes and revise current Recipes for use in association with the Dirty Dough® Cookies System; and

WHEREAS, Principals will have access to certain parts of the confidential and proprietary Recipes; and

WHEREAS, Principals recognize the value of the System and the intangible property rights licensed under the Franchise Agreement, and the importance of maintaining the Confidential Information, and recognize that the Franchisor's entering into the Franchise Agreement is conditioned upon each Principal entering into this Agreement; and

WHEREAS, all capitalized terms used, but not defined, herein will have the respective meanings assigned to them pursuant to the Franchise Agreement.

NOW THEREFORE, in consideration of Franchisor entering into the Franchise Agreement with Principals or his or her or their company, the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment. Principals individually acknowledge that he or she has obtained or may obtain access to Confidential Information developed, used, licensed to, and owned by Franchisor and made available to Principals that is necessary and essential to the operation of the Franchise Business, without which information the Franchise Business could not efficiently, effectively, and profitably operate. Principals further acknowledge that such Confidential Information was not known to him or her prior to the association with Franchisor.

2. Non-Disclosure and Non-Use. Except as may be required or allowed under the Franchise Agreement, Principals and any of Principal's Immediate Family, shall not during the term of the Franchise Agreement and any Successor Franchise or Successor Franchise Agreement or any time thereafter, directly or indirectly, use, or disclose to any third-party, or authorize any third-party to use, any information relating to the Franchise Business or interest of Franchisor, Confidential Information, the System, or other information or materials that he or she knows, or reasonably should know, is regarded as confidential to Franchisor. Principals shall also adopt and implement all reasonable procedures prescribed by Franchisor, from time to time, to



prevent unauthorized use and/or disclosure of the Proprietary Information, including restrictions on disclosure to employees and other third parties. The parties intend that the information disclosed by Franchisor prior to the actual execution of this Agreement constitutes Confidential Information and is subject to all the terms and conditions of this Agreement (Including the covenants protecting against disclosures) as if such information had been disclosed following the execution of this Agreement.

2.1 Trade Secret Information: Trade Secret Information is also part of Confidential Information and includes recipes from Dirty Dough® Cookies, including its marinade and salsa recipes, whether written or oral, for use in the foods Dirty Dough® Cookies serves to customers and clients and the public as a whole, not being generally known and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of reasonable efforts by the Dirty Dough® Cookies and its affiliates to maintain its secrecy.

2.2 Non-Disclosure of Trade Secret Information. You and Your employees, ownership, agents and affiliates, shall not disclose any Trade Secret Information to any individual except for those needed to produce any products authorized to provide from Us. Specifically, We agree that only Your designated on-site manager shall be allowed to review the Trade Secret Information. Any other individuals that need to review the Trade Secret Information not identified in this Agreement needs written consent from Dirty Dough® Cookies and the basis as to why it needs to review the Trade Secret Information as well as the name and title of the individual. Any written Trade Secret Information given to the individuals identified in this section shall be sent via an encrypted file that shall be password protected and only the individuals identified in this section shall have access to or know the password. The individuals identified in this section shall ensure no other individuals of Recipient shall know or have access to the password. The individuals identified in this section shall ensure that upon receipt of any electronic Trade Secret Information, that it remains in an encrypted password protected folder, one a separate password, protected USB drive, that has no other information saved on it, without divulging the password to any individuals not identified in this section. The Trade Secret Information may not be saved on any server, computer hard drive or mobile phone of Recipient or its employees and affiliates and can only be accessed through the USB drive. If the Trade Secret Information is sent via email, the Trade Secret Information must saved on the USB drive and must be encrypted with a password and then the email must be immediately deleted. If any of the named individuals in this section receives a hard copy of the Trade Secret Information, or on a USB drive, that information shall be place in a folder, or box, that is clearly marked in red on the front of the folder or box: CLASSIFIED FOR REVIEW OF On-Site Manager only. The individuals in this section shall keep any hard copy of the Trade Secret Information physically locked and secured where no other individual not named in this section shall have access to it and access to the means to unlocking the secured space. If any of the named individuals writes down the Trade Secret Information, if Senor Pollo gives the Trade Secret Information to the named individuals orally, or if it makes a copy from a hard copy or electronic copy, it must first have the written permission of Dirty Dough® Cookies to write down the Trade Secret Information. Any information an individual writes down also must be kept secret under the same procedures identified in this section for hard copies and electronic copies of the Trade Secret Information. Once the individual no longer works as an on-site manager, it must destroy only disclose the Trade Secret Information and how to access it to the new on-site manager after written permission is given from Us to do so. If this Agreement is Terminated, You must destroy all Trade Secret Information within 24 hours of Termination, or if We direct you to destroy any Trade Secret Information during this Agreement.

2.1 Duty to Notify. Principals agree to notify Franchisor of any reasonably suspected attempts to violate the terms or purposes of this Agreement and further agree to



require all personnel to report to it any reasonably suspected attempts to violate this Agreement. In the event it is discovered that Principals knew or had reason to know of any suspected attempts to violate this Agreement, Principals agree to indemnify Franchisor for all costs and fees associated with enforcement, and to reimburse Franchisor for those losses sustained due to such violation.

2.2 No Reverse Engineering. Principals shall not either personally, in concert with others, or through other authorization, reverse engineer, decompile or deconstruct or attempt to reverse engineer, decompile or deconstruct any portion of the Confidential Information, Including Recipes, and shall not allow, encourage or permit any partner, owner, director, member, manager, agent, employee or other person to do so. For purposes of this Agreement, reverse engineering as it relates to the Recipes, Includes any deviations from the Recipes that make minimal changes to the process, procedure, or ingredients such that the final result is identical or substantially similar to the result that would reasonably be expected to result from the Recipes.

2.3 Limited Use. Principals shall limit their use of the Confidential Information, Including, their recollection of any part of the Recipes, to the performance of their duties as described in the Franchise Agreement, the Manuals, and any policies and procedures implemented by Franchisor and shall not use the Recipes for any personal use or gain.

3. Non-Competition; Non-Solicitation. The following covenants will be enforced during and after the term of the Franchise Agreement:

3.1 In-Term Covenant. During the term of the Franchise Agreement and for any extensions or Successor Franchises thereof, except as permitted under the Franchise Agreement, Principals and each Principal's Immediate Family, shall not be a Participant, assist, or serve in any other capacity whatsoever, or have any interest in a Competing Business in any capacity or location except with Franchisor's prior written consent.

3.2 Post-Term Covenant. Upon Termination for any reason of the Franchise Agreement, and any extensions thereof, or upon any Transfer or repurchase of a Principal's rights under the Franchise Agreement or the franchise entity, or a Principal's dissociation from the Franchise Business, and for a continuous, uninterrupted period of three years thereafter, Principals, and Principal's Immediate Family, shall not, directly or indirectly, be Participant, assist, or serve in any other capacity whatsoever, or have any interest in a Competing Business in any capacity, territory, or location within the Territory or within 25 miles of the Territory or within 25 miles of the territory of any System franchise or Dirty Dough® Cookies business operation at the time of Termination of the Franchise Agreement. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision. Principals agree that the Franchise Business attracts customers from up to 25 miles, and that such geographical restraint is not unreasonable.

4. Non-Solicitation of Customers. During the term of the Franchise Agreement and for three years after the Termination of the Franchise Agreement, Principal and each of Principal's Immediate Family shall not, directly or indirectly, contact any former or then-current customer of the Franchise Business, or any former, then-current customer of Franchisor or an affiliate of the Franchisor (with whom the Principal had contact during the term of the Franchise Agreement) for the purpose of soliciting such customer to a Competing Business. For clarity, a "prospective customer" does not mean any possible customer. It means a potential customer who has been engaged in some way, or has provided some personal information, or has elected to receive some communication, but who has not yet done business to be considered an actual customer.



5. Survival of Covenants; Tolling of Covenants. The foregoing covenants survive the Termination of this Agreement and apply regardless of whether this Agreement was Terminated by lapse of time, by default of either party, or for any other reason. In addition to other remedies available to Franchisor, in the event a Principal violates a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled and extended for the period of that Principal's violation. This Section does not preclude and is not inconsistent with a court granting Franchisor specific performance or any other equitable remedies, such as an injunction, to prevent future breaches.

6. Return of Materials. Upon the Termination of the Franchise Agreement, or a Principal's disassociation from the Franchise Business, each Principal agrees to deliver to Franchisor (and shall not keep a copy in his or her possession or deliver to anyone else) the Dirty Dough® Cookies Manuals and any and all Confidential Information.

7. Irreparable Harm. Principals hereby acknowledge and agree that any breach by him or her of any portion of Sections 1 through 5 above, inclusive, will cause damage to Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisor may be entitled, Franchisor will be entitled to temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by any Principal of any of the terms of Section 1 through 5 above, inclusive, without proof of actual damages that have been or may be caused to Franchisor by such breach and without the requirement of posting bond. Additionally, Principals agree that the existence of any claims a Principal may have against Franchisor, whether or not arising from this Agreement or the Franchise Agreement, will not constitute a defense to Franchisor's ability to enforce the covenants set forth in this Agreement. The existence of a claim against Franchisee or Franchisor will not constitute a defense to enforce the covenants of this Agreement.

8. Reasonableness and Enforceability. Principals agree that the terms of this Agreement are fair and reasonable in light of the circumstances and were in part, based on the perceived or potential value of the System and the business relationship that Principals and/or his or her or their company have and will have with Franchisor. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative. Whenever the context so requires, the masculine will include the feminine and neuter and the singular will include the plural and conversely. Principals understand that a separate action may be brought or prosecuted against a Principal whether or not the action is brought or prosecuted against any other Principal or against the franchisee, or any or all of them, or whether any other Principal or the franchisee is or are joined in the action.

9. Governing Law and Jurisdiction. The validity, enforcement, construction, rights and liabilities of the parties and provisions of this Agreement will be governed by and interpreted in accordance with the laws of the state of Utah without giving effect to its conflicts of law provisions. If for any reason court action is filed, Principals individually consent to the jurisdiction of the courts of record in the state of Utah, and unless the enforcement of this Agreement is brought in connection with a Dispute under the Franchise Agreement (in which case this matter may be handled through arbitration as set forth in the Franchise Agreement), each Principal agrees that proper jurisdiction and venue for all Dispute resolution will be exclusively in the state and federal courts of Salt Lake City, Utah.



10. Attorney's Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

11. Binding Agreement. This Agreement will bind the successors and assigns of a Principal and his or her heirs, personal representative, successors and assigns. No rights under this Agreement are assignable by any Principal, and any purported assignment will be null and void and of no force or effect.

12. Survival of Covenants. All covenants made in this Agreement by Principals survive the Termination of this Agreement or the Franchise Agreement or Principal's disassociation with the Franchise Business or the System in any way.

13. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by the parties.

14. Waiver. Each Principal understands and acknowledges that Franchisor can require the use of cameras at the business premises, and each Principal waives any expectation of privacy in non-private areas of the business premises, i.e., spaces that are not in a bathroom, changing room, etc.

15. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

[Remainder of page intentionally left blank; signature page follows]



PRINCIPALS INDIVIDUALLY ACKNOWLEDGE THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date below.

DATED _____.

FRANCHISOR:

DIRTY DOUGH FRANCHISING LLC

By: _____

(Signature)

Name: _____

Title: _____

PRINCIPALS:

By: _____

(Signature)

Name: _____

Title: _____

By: _____

(Signature)

Name: _____

Title: _____

By: _____

(Signature)

Name: _____

Title: _____

By: _____

(Signature)

Name: _____

Title: _____

[Signature page to Exhibit A-4, Principal Brand Protection Agreement]



EXHIBIT "A-5"
TO THE FRANCHISE AGREEMENT

MANAGEMENT EMPLOYEE BRAND PROTECTION AGREEMENT

This MANAGEMENT EMPLOYEE BRAND PROTECTION AGREEMENT ("Agreement") is entered into as of _____, between _____ ("Franchisee") and _____ ("Manager"), residing at _____.

A. Franchisee is the holder of a Dirty Dough® Cookies franchise developed by Dirty Dough Franchising LLC ("Franchisor").

B. Franchisor has developed certain confidential and proprietary information for the operation of a Dirty Dough® Cookies franchise, including without limitation, processes, methods, trade secrets, systems, software, pricing, financial information, customer data and lists, manuals, marketing techniques, and procedures ("Proprietary Information").

C. Included in the Proprietary Information are confidential and proprietary mixes, recipes, frostings, toppings, flavors, ingredients, sauces, syrups, spices, processes, methods, formulas, temperatures, cook times, and measurements and other information relating to the preparation of food items (collectively "Recipes") for use in the operation of a Dirty Dough® Cookies franchise businesses.

NOW, THEREFORE, in consideration of the employment of Manager by Franchisee, the parties hereto agree as follows:

1. Acknowledgement. Manager acknowledges that during the course of his or her employment by Franchisee he or she has obtained or may obtain knowledge of the Proprietary Information and other confidential matters and procedures developed, licensed to or owned by Franchisor and made available to Franchisee, which are necessary and essential to the operation of the business of Franchisee, which without such information, Franchisee could not efficiently, effectively and profitably operate its Dirty Dough® Cookies franchise. Manager further acknowledges that such Proprietary Information was not known to him or her prior to the association with Franchisee or its Dirty Dough® Cookies franchise.

2. Non-Use, Non-Disclosure. Except as may be required in the performance of duties for Franchisee, Manager shall not, during the course of his or her employment or at any time thereafter, directly or indirectly, use, or disclose to any third-party, or authorize any third-party to use any portion of the Proprietary Information, and agrees not to copy, transmit, recreate or otherwise reproduce all of any part of the Proprietary Information at any time.

2.1 No Reverse Engineering. Manager shall not, either personally, in concert with others or through other authorization, reverse engineer, decompile or deconstruct or attempt to reverse engineer, decompile or deconstruct any portion of the Proprietary Information, including without limitation, the Recipes, and will not allow, encourage or permit any partner, owner, director, member, manager, agent, employee or other person to do so. For purposes of this Agreement, reverse engineering as relates to the Recipes will include any deviations from the Recipes that make minimal changes to the process, procedure, or ingredients such that the final result is identical or substantially similar to the result that would reasonably be expected to result from the Recipes.



2.2 Trade Secret Information: Trade Secret Information is also part of

Confidential Information and includes recipes from Dirty Dough® Cookies, whether written or oral, for use in the foods Dirty Dough® Cookies serves to customers and clients and the public as a whole, not being generally known and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of reasonable efforts by the Dirty Dough® Cookies and its affiliates to maintain its secrecy. You shall not disclose any Trade Secret Information to any individual except for those needed to produce any products authorized to provide.

3. Limited Use. Manager shall not use the Proprietary Information at any time, place, or circumstance, except as directed by Franchisee or its authorized representatives. In no event shall Manager use the Proprietary Information, whether in part or in whole, outside of Manager's specific employment duties.

4. Duty to Notify. Manager agrees to notify Franchisor or Franchisee of any reasonably suspected attempts to violate the terms or purposes of this Agreement or to otherwise disclose, copy, or reproduce any part of the Proprietary Information. In the event it is discovered that Manager knew or had reason to know of any suspected attempts to violate this Agreement and fails to report such knowledge, Manager agrees to indemnify Franchisor and Franchisee for all costs and fees associated with enforcement, and to reimburse Franchisor and Franchisee for those losses sustained due to such violation. Manager agrees to cooperate with Franchisor and Franchisee in its or their attempts to enforce the terms of this Agreement and to otherwise protect the Proprietary Information, and to cooperate with Franchisee and Franchisor to the extent Franchisee is obligated to cooperate with Franchisor's attempts to enforce its rights in and to the Proprietary Information.

5. Return of Materials. Immediately upon the termination of employment, Manager agrees to deliver to Franchisee (and shall not keep in his or her possession or deliver to anyone else whether in hard or electronic soft copy) any and all records, data, photographs, notes, manuals, lists, correspondence, specifications, materials, other documents or property, or reproductions relating to, directly or indirectly, to the Proprietary Information.

6. Management Employees. This Section 6 shall only apply if Employee is a management employee and/or acts in a supervisory role over other employees.

6.1 Non-Competition. Manager shall not, during the course of his or her employment by Franchisee, and for one year thereafter, directly or indirectly in any capacity, without Franchisee's prior written consent, engage in a business, or plan for or organize a business, or have any financial interest in, or become and owner, officer, director, shareholder, partner, associate, employee, contractor, agent, representative or consultant in any offering or selling products or services the same or substantially similar to a Dirty Dough® Cookies business. Without limiting the generality of the foregoing, the minimum area of competitive nature will be that area within a 15-mile radius of Franchisee's place of business or any Dirty Dough® Cookies business operation at the time of Manager's termination of employment. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision.

6.2 Non-Solicitation of Customers. Manager shall not, during the course of his or her employment and for two years thereafter, directly or indirectly, contact any customer or former customer of Franchisee for the purpose of soliciting such customer Dirty Dough® Cookies to be a customer of a business that is the same as or similar to a Dirty Dough® Cookies business.



7. Irreparable Harm. Manager hereby acknowledges and agrees that any breach by him or her of any portion of Sections 1 through 6 above, inclusive, will cause damage to Franchisee and Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisee may be entitled, either Franchisee or Franchisor will be entitled to enforce this Agreement and to seek temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by Manager of any of the terms of Section 1 through 6 above, inclusive, without proof of actual damages that have been or may be caused to Franchisee or Franchisor by such breach, and without the requirement of posting bond. The existence of a claim against Franchisee or Franchisor will not constitute a defense to enforce the covenants of this Agreement.

8. Modification. Manager hereby agrees that, without limitation, any modifications, alterations, changes, or improvements conceived, designed, devised, developed, perfected or made by Manager, whether alone or in conjunction with others, and related in any manner to the actual or anticipated operation of the Franchisee, or the Dirty Dough® Cookies system, or to any area of research and development related to the operation of the business, must be promptly disclosed to the Franchisee and will become the property of Franchisor, and Manager hereby irrevocably assigns, transfers, and conveys any such to Franchisor.

9. Enforceability. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative.

10. Survival of Covenants. All covenants made in this Agreement by Manager survive the termination of Manager's employment with Franchisee or the expiration, transfer, or termination of this Agreement.

11. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by both parties.

12. Attorneys' Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

13. Waiver. Employee understands and acknowledges that Franchisee may employ the use of cameras at the business premises, and Employee waives any expectation of privacy in non-private areas of the business premises, i.e., spaces that are not in a bathroom, changing room, etc.

14. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

15. Third-party Beneficiary. It is agreed and acknowledged that Franchisor is a third-party beneficiary to this Agreement.

[Remainder of page intentionally left blank; signature page follows]



MANAGER ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first herein above written.

FRANCHISEE:

MANAGER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Signature page to Management Employee Brand Protection Agreement]



EXHIBIT "A-6"
TO THE FRANCHISE AGREEMENT

LANDLORD'S CONSENT TO ASSIGNMENT

_____ ("Landlord") hereby consents to an assignment of the lease agreement ("Lease Agreement") to Dirty Dough Franchising LLC ("Franchisor") for the purpose of securing the obligations of _____ ("Lessee" and Franchisor's franchisee) to Franchisor. In the event of Lessee's breach of the Lease Agreement, Landlord agrees to provide Franchisor with written notice of any breach of the Lease Agreement that Landlord is required to provide to Lessee. Further, Landlord agrees it will not take any action to terminate said Lease Agreement without first giving Franchisor an opportunity, but not the obligation, to cure said breach for an additional 10 days beyond the applicable cure period granted to the Lessee under the Lease Agreement.

Landlord agrees to provide Franchisor with all information relating to amounts owing, settlement agreements, and all matters related to the Lease Agreement within five days of written request from Franchisor.

Landlord agrees that if the Lease Agreement or franchise agreement is terminated, Franchisor will have the right, but not the obligation, within 90 days after termination of the Lease Agreement or franchise agreement, to take possession of the premises, and to assume or reassign the Lease Agreement, or sublet the premises to another franchisee for the remaining term of the Lease Agreement; provided that Landlord will have the right to reasonably approve such reassignment or subletting.

Landlord further covenants that so long as Franchisor has not entered into possession of the leased premises, Franchisor will not be liable for rent or any other obligation under the Lease Agreement, but that Landlord will look to Lessee for all obligations under the Lease Agreement. Landlord agrees to include the terms of the attached lease rider in the Lease Agreement.

Notices to Franchisor will be sent to: Dirty Dough Franchising LLC, Attn: Bennett Maxwell, 58 South 850 East, Pleasant Grove, Utah 84062.

Dated as of _____.

Landlord Contact Information:

LANDLORD:

Contact Person: _____

By: _____

Mailing Address: _____

Title: _____

Name: _____

Email: _____

Phone: _____

Date: _____



SCHEDULE "A-6.1"

To the Landlord's Consent to Assignment Lease Rider

Notwithstanding anything in the lease to the contrary, the Landlord and Tenant agree as follows (capitalized terms not defined herein having the meanings set forth in the Franchise Agreement between Tenant and DIRTY DOUGH FRANCHISING LLC ("Franchisor"), Tenant's franchisor):

1. The initial term of the lease will be for a period of not less than 7 years from the time Tenant opens for business.
2. Landlord consents to Tenant's use and display of the Dirty Dough® Cookies Marks and signage as Franchisor may require from time to time for the Franchised Business, subject only to the provisions of applicable law. Landlord shall also provide Tenant and Tenant's customers with a non-exclusive, mutual cross access easement for purposes of vehicular and pedestrian ingress and egress to access Tenant's Franchise Business. Tenant shall also have the right to use a customer drive-through for its Franchise Business.
3. Tenant will have the right to alter, renovate, add, remodel, modify, and/or change the Premises and/or other improvements upon the Premises as Tenant may deem desirable, provided that if any such alterations, renovations, additions, modifications, remodeling and/or changes to the Premises and/or improvements upon the Premises affect the exterior, structural elements or foundation of the Premises, Tenant must first obtain the consent of Landlord, which consent will not be unreasonably withheld, conditioned or delayed.
4. The Premises will be used solely for the operation of a Dirty Dough® Cookies which operates using the Dirty Dough® Cookies Marks and System while the Franchise Agreement is in effect and Tenant is in lawful possession of the Premises.
5. Landlord acknowledges that, in the event the Franchise Agreement expires or is terminated: (a) Tenant is obligated under the Franchise Agreement to take certain steps to de-identify the location as a "Dirty Dough Cookies"; and (b) Landlord shall cooperate fully with Franchisor in enforcing such provisions of the Franchise Agreement, including allowing Franchisor, its employees and agents to enter and remove signs, décor, and materials bearing or displaying any Marks, designs, or logos, provided that Landlord will not be required to bear any expense thereof.
6. If Franchisor so requests, Landlord shall provide Franchisor with all sales and other information that Landlord may have related to the operation of the Franchised Business.
7. Tenant is restricted from accepting any requirement under the lease that seeks to impose any restrictions (territorial or otherwise) on the development or operation of other Dirty Dough® Cookies or other dessert business by Tenant, Franchisor, or any other person or entity.
8. Landlord agrees that Tenant may not assign the lease or sublease all or any part of Tenant's occupancy rights thereunder without Franchisor's prior written consent.
9. Landlord's consent to an assignment of the lease or subletting of the Premises will not be required in connection with an assignment or subletting to Franchisor, or any parent, subsidiary or affiliate of Franchisor or Tenant, or another operator that Franchisor has approved to be the



franchisee and operate at the Premises.

10. Landlord shall not sell or lease or allow the sublease of, space in the building, or on the property, to any person or entity for a cookie business. Additionally, Landlord shall not sell and will prohibit any other tenant or subtenant in the building, or on the property, from engaging in activities predominantly related to the offer and sale of products and services similar to those offered by Dirty Dough® Cookies. In the event Landlord does not comply with these restrictions, Tenant will have the right to seek an injunction prohibiting the occupancy by the new competing business or against the existing tenant, as the case may be.

11. Landlord shall, upon reasonable request from Tenant's lender, subordinate any interests it may have in Tenant's equipment or other leasehold improvements to Tenant's lender's interests.

12. No amendment may be made to the lease without Franchisor's prior written consent (which Franchisor will not unreasonably withhold or delay), and Franchisor may elect not to be bound by the terms of any amendment to the lease executed without obtaining Franchisor's prior written approval to such amendment.

IN WITNESS WHEREOF, the parties have executed this Lease Rider effective as of the date of the lease agreement.

LANDLORD:

By: _____
(Signature)

Name: _____

Title: _____

TENANT:

By: _____
(Signature)

Name: _____

Title: _____



EXHIBIT "A-7"
TO FRANCHISE AGREEMENT

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Business Name: _____

I hereby authorize Dirty Dough Franchising LLC hereinafter called ("Company"), to initiate debit entries to my checking account or, savings account as indicated below at the depository financial institution named below, hereinafter called ("Depository"), and to debit the same to such account. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of United States law.

Depository Name: _____ Branch: _____

City: _____ State: _____ Zip Code: _____

Routing Number: _____ Account Number: _____

Type of Account: Checking/Savings: _____

This authorization is to remain in full force and effect until Company has received written notification from me of its termination in such time and in such manner as to afford the Company and Depository a reasonable opportunity to act on it.

Name: _____
(please print)

Title: _____

Signature: _____ Date: _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.



EXHIBIT "A-8"
TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is entered into and made effective as of _____ by and between DIRTY DOUGH FRANCHISING LLC ("We," "Us" or "Our") and the undersigned Guarantor(s) ("Guarantor(s)") owners of _____ (the "Business Entity").

1. Scope of Guaranty. In consideration of and as an inducement to Our signing and delivering the Franchise Agreement dated _____ (the "Franchise Agreement"), each Guarantor(s) signing this Guaranty personally and unconditionally: (a) guarantees to Us and Our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Franchise Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, any provision in the Franchise Agreement, Including confidentiality and the non-competition provisions. Each Guarantor acknowledges and agrees no subsequent amendment, modification, and/or extension of the Franchise Agreement by and between Franchisor and the franchisee thereunder will affect the enforcement or validity of this Guaranty.

2. Waivers. Each Guarantor waives: (a) acceptance and notice of acceptance by Us of Guarantor(s) obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (d) any right Guarantor(s) may have to require that an action be brought against the Business Entity or any other person as a condition of Guarantor(s) liability; (e) all rights to payments and claims for reimbursement or subrogation which Guarantor(s) may have against the Business Entity arising as a result of Guarantor(s)' execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which Guarantor(s) may be entitled in Guarantor(s)' capacity as guarantors.

3. Consents and Agreements. Each Guarantor consents and agrees that: (a) Guarantor(s)' direct and immediate liability under this Guaranty are joint and several; (b) Guarantor(s) must render any payment or performance required under the Franchise Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) Guarantor(s)' liability will not be contingent or conditioned upon Our pursuit of any remedies against the Business Entity or any other person; (d) Guarantor(s)' liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which We may from time to time grant to Business Entity or to any other person, Including, without limitation, the acceptance of any partial payment or performance of the compromise or release of any claims (Including the release of other guarantors) and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Franchise Agreement and, where required by the Franchise Agreement, after its termination or expiration.

4. Enforcement Costs. If We must enforce this Guaranty in any judicial or arbitration proceeding or any appeals, Guarantor(s) must reimburse Us for Our enforcement costs. Enforcement costs include reasonable fees from accountants, attorneys, attorney's assistants, arbitrators, and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred before, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.



5. Disputes. Guarantor(s) acknowledge and represent that Guarantor(s) have had an opportunity to review the Franchise Agreement and agree that the provisions of Article XVII (disputes and arbitration) of the Franchise Agreement have been reviewed by Guarantor(s) and by reference are incorporated herein and will govern this Guaranty and any disputes between Guarantor(s) and Us. Each Guarantor(s) irrevocably submits to the exclusive jurisdiction and venue of said arbitration and listed courts. Nevertheless, Guarantor(s) agree that We may also enforce this Guaranty and awards in the courts of the state or states in which a Guarantor(s) is domiciled. Each Guarantor will be held personally, jointly, and severally liable. Any settlement made between Us and the Business Entity or any determination made pursuant to this Agreement will be binding upon the Guarantor(s).

6. Counterparts. This Guaranty may be signed in counterparts including by electronic signatures and other electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

IN WITNESS WHEREOF, the Guarantor(s) have respectively signed this Guaranty effective as of the day and year first written above.

Guarantor(s)

Address for Notice

By: _____

Name: _____

Email: _____

By: _____

Name: _____

Email: _____

By: _____

Name: _____

Email: _____



EXHIBIT "A-9"
TO THE FRANCHISE AGREEMENT

DIGITAL, SOCIAL MEDIA, AND LISTINGS AUTHORIZATION FOR ASSIGNMENT

This DIGITAL, SOCIAL MEDIA, AND LISTINGS ASSIGNMENT AUTHORIZATION ("Assignment") is made and entered into as of the Effective Date (defined below), by and between the undersigned Franchisee and Dirty Dough Franchising LLC ("Franchisor").

RECITALS

WHEREAS, Franchisee has entered into a franchise agreement with ("Franchise Agreement"); and

WHEREAS, as part of the Franchise Agreement, Franchisee is granted limited rights to use the Dirty Dough® Cookies trademark, trade names, trade dress, and other associated intellectual property (collectively, the "Marks") in conjunction with Franchisee's Franchise Business; and

WHEREAS, all capitalized terms used, but not defined, herein will have the respective meanings assigned to them pursuant to the Franchise Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

1. Franchisee hereby assigns all rights and interest, Including all associated goodwill, in the Social Media and other digital media accounts used in the Franchise Business or used or created in any way by Franchisee or third parties to promote or use the Marks, Including, Franchisee's Facebook, Instagram, Tik-Tok, Pinterest, Google listings, Twitter, LinkedIn, Tumblr, email accounts, and the like (collectively the "Social Media Accounts"). Franchisee shall take all action necessary to grant exclusive access of the Social Media Accounts to Franchisor, Including providing all passwords and administrative access to such Social Media Accounts.

2. Franchisee hereby assigns and transfers, (or in Franchisor's sole discretion disconnects) the telephone listings, telephone numbers, Including the telephone number(s) listed on Marketing and Social Media Accounts, URL's, Internet sites, and web pages used in the Franchise Business or used or created in any way by Franchisee or third parties to promote or use the Marks to Franchisor (collectively "Telephone Listings").

3. Franchisee represents, warrants, and covenants the following with regard to the Social Media Accounts and Telephone Listings:

- a. Franchisee has the right to assign the Social Media Accounts and Telephone Listings, and they are free and clear of all liens and encumbrances.
- b. Franchisee shall not, after Termination of the Franchise Agreements attempt to access, control, interfere with, or obstruct the Social Media Accounts and/or Telephone Listings.
- c. Franchisee shall not prevent or hinder Franchisor from enforcing its rights in or to the assigned Social Media Accounts.



d. Franchisee has not taken, or permitted, and shall not take or permit any action that would prevent Franchisor from enjoying the full benefits of assignment of the Social Media Accounts and Telephone Listings to Franchisor hereunder whether during the term or after the Termination of the Franchise Agreement.

4. Franchisee hereby directs and authorizes each company associated with, or in control of, the Social Media Accounts to assign, transfer, set over and otherwise authorize Franchisor to take over and control the Social Media Accounts. If necessary, Franchisee shall execute all documents required by Franchisor to give effect to the assignment of the Social Media Accounts and Telephone Listings to Franchisor hereunder.

5. This Assignment applies to all Social Media Accounts and Telephone Listings regardless of whether Franchisee is allowed to manage under the Franchise Agreement or was allowed to create, use, manage, or even own Social Media Accounts and/or Telephone Listings in the past. To the extent Franchisor does not currently have administrative access to a Social Media Account or Telephone Listing of Franchisee, Franchisee shall immediately grant Franchisor such access.

6. Franchisor hereby appoints Franchisor as its attorney-in-fact for the above transfers, which appointment is coupled with an interest.

7. This Assignment is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

8. This Assignment is governed, construed and interpreted in accordance with the laws of the state of Utah without giving effect to its conflicts of law provisions.

9. This Assignment may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

FRANCHISEE:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

FRANCHISOR:

Dirty Dough Franchising LLC

By: _____
(Signature)

Name: _____

Title: _____

Date: _____



EXHIBIT "A-10"
TO FRANCHISE AGREEMENT
MOBILE TRAILER UNIT ADDENDUM



**ADDENDUM TO THE
DIRTY DOUGH® COOKIES
FRANCHISE AGREEMENT**

THIS ADDENDUM TO FRANCHISE AGREEMENT (“Addendum”) is entered into and made effective as of _____ by and between **DIRTY DOUGH FRANCHISING LLC**, a Utah limited liability company (“Franchisor” or “We,” “Us” or “Our”) and _____ (“Franchisee” or “You” or “Your”).

RECITALS:

WHEREAS, Franchisee entered into an agreement with Franchisor dated effective _____ (“Franchise Agreement”), which licensed to Franchisee the right to use the Dirty Dough® Cookies name and System as a mobile trailer unit franchise (“Franchise Business”); and

WHEREAS, Franchisor and Franchisee have agreed to make revisions to, or otherwise amend and modify, the Franchise Agreement as set forth herein below; and

WHEREAS, all capitalized terms used, but not defined, herein shall have the respective meanings assigned to them pursuant to the Franchise Agreement, and all references herein to “Article” and “Paragraphs” shall refer to articles and paragraphs to the Franchise Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises in the Franchise Agreement and herein, it is hereby agreed as follows:

1. **General Provisions.** References to a real estate location, real property, or “Premises” in the Franchise Agreement will refer to Your actual mobile/trailer unit and not the locations where the mobile/trailer unit will operate, and references to the lease or “Lease” in the Franchise Agreement will mean the lease of Your mobile/trailer unit, if any, and the term “landlord” will mean the leaseholder of the mobile/trailer, if applicable. References to supervising, managing, working, or being open full-time are not applicable to Your mobile/trailer unit. Additionally, there may be other language in the Franchise Agreement referring to items that may only apply to physical locations such as furniture, flooring, and physical address of the Franchise Business. Such items may be disregarded if they do not apply to Your mobile/trailer unit.

2. **Section 1.1 to the Franchise Agreement is amended in its entirety to read as follows:**

“1.1 Award of Franchise. We hereby grant to You, and You accept, subject to the terms, conditions and obligations herein, the non-exclusive, non-transferrable, non-sublicenseable personal right to establish and conduct a Franchise Business as a franchisee and the right to use the System and the Marks only as specifically set forth herein. This right is granted for use only as a mobile/trailer unit. You agree to operate Your Franchise Business only as approved by Us and in strict compliance with the terms and conditions of this Agreement and the Manuals.”

3. **Paragraph 1.1.1 to the Franchise Agreement is amended in its entirety to read as follows:**

“1.1.1 No Protected or Exclusive Territory. You do not receive a Territory for Your Franchise Business and You do not receive a certain protected area radius from which to operate. We have the right to operate and/or sell additional franchises (traditional, non-traditional, and



mobile/trailer franchises) anywhere during the term of this Agreement. You shall have the right to operate at any location, so long as permitted by local law and ordinance and so long as such operation does not violate any other provision of this Agreement. You must receive the prior written approval to operate Your mobile trailer unit inside another franchisee's territory, unless You are seeking to operate at a temporary event, for which no franchisee approval is needed. For all temporary events, You shall provide Us written notice and proof of event permit and if You are the first to provide notice and proof, no other Dirty Dough® Cookies mobile/trailer unit shall be allowed to participate at the same event. Notwithstanding the fact You do not receive a territory, any operation of Your Franchise Business must not violate any other provision of this Agreement.”

4. **Paragraph 1.1.2 to the Franchise Agreement is deleted in its entirety.**

5. **Paragraph 1.1.4 to the Franchise Agreement is deleted in its entirety.**

6. **Sections 4.1 through 4.6, to the Franchise Agreement including subsections, are deleted in their entirety.**

7. **A new Section 4.1 and Paragraph 4.1.1 to the Franchise Agreement is added to read as follows:**

“4.1 Mobile/Trailer Purchase and Design. You shall purchase either a cart or trailer package from Us that is wrapped in accordance with Our specifications, and Includes, 1 moffatt oven, 1 proofer over, small wares package, 100# propane tank, propane line, NSF stainless 3 compartment sink, chest freezer, water heater, water pump, and one NSL stainless hand sink. You shall not modify the exterior or interior of the trailer or cart without first receiving Our prior written permission. If You desire to modify or add on to Your trailer or cart, and receive Our permission to do so, You shall arrange all fixtures, signs, and décor in strict compliance with Our standards and specifications. The cost of this shall range from \$82,000 to \$95,000.

4.1.1 Branded Tent. You may be required to purchase a Dirty Dough Branded tent from Us, that shall be used in association with Your mobile/trailer unit.”

8. **A new Section 4.2 to the Franchise Agreement is added to read as follows:**

“4.2 Commencing Operations: Conditions to Opening. You shall notify Us in writing at least 30 days before You intend to open the Franchise Business to the public. Before opening, You must satisfy all of the following conditions: 1) You are in compliance with this Agreement; 2) You have obtained all applicable governmental permits, licenses, certificates, and authorizations; 3) the Franchise Business conforms to all applicable System standards; 4) We have inspected and approved the Franchise Business, which may be done virtually; 5) You have hired sufficient employees; 6) Your officers and employees have completed all of Our required pre-opening trainings; and 7) We have given Your Our written approval to open, which will not be unreasonably withheld.”

9. **Section 5.1 and the corresponding fee in Exhibit “A-3” to the Franchise Agreement are amended to require an initial franchise fee of \$29,500.**

10. **Paragraph 6.1.3 to the Franchise Agreement is amended in its entirety to read as follows:**

“6.1.3 Signage. The outside wrap of Your mobile/trailer unit, all menu boards, and signage inside the mobile/trailer unit must display the Dirty Dough® Cookies logo and



trademarks according to Our specifications.”

11. **Paragraph 6.1.8 to the Franchise Agreement is deleted in its entirety.**

12. **The last paragraph of Paragraph 6.1.11 (i) to the Franchise Agreement is amended in its entirety to read as follows:**

“In the event of damage to Your mobile/trailer unit, the proceeds of any such insurance must be used to restore the trailer or cart to its original condition as soon as possible (not more than 60 days) unless We consent otherwise in writing.”

13. **Paragraph 6.1.13(iii) to the Franchise Agreement is amended in its entirety to read as follows:**

“(iii) Security System. You may be required to install a security system on Your mobile/trailer unit. If We require You to install a security system, You are solely responsible for the monitoring, maintenance and upgrades to this system. We will not have independent access. We do not regulate the type of security system, but it must be sufficient to provide real-time alerts and must have sufficient capabilities to adequately protect Your Franchise Business, Your mobile/trailer unit, and Your inventory. You are required to provide Us notice of its installation. By installing the security system, You and Your employees are waiving their right to privacy, and You agree to include a provision in all Your employment applications and other applicable documents requiring Your employees to sign and waive their right to privacy with respect to the use of any security system. You agree to indemnify and hold Us harmless from and against any claim related to Your security system.

14. Our right to purchase the assets of Your business as set forth in Section 13.1.1 to the Franchise Agreement includes Your mobile/trailer unit, and the right to use the assets of Your business during the Option Period as set forth in Paragraph 13.1.1 (i) Includes the ability to operate Your mobile/trailer unit during that time.”

15. **Miscellaneous.**

a. To the extent this Addendum shall be deemed inconsistent with any terms or conditions to the Franchise Agreement or Exhibits or attachments thereto, the terms of this Addendum shall supersede and control.

b. Except as expressly amended or modified herein, all terms, provisions and conditions to the Franchise Agreement (Including personal guarantees) are hereby ratified affirmed.

c. You understand and agree that We do not warrant or guarantee the success of Your Franchise Business.

d. As consideration for Franchisor agreeing to the above amendments to the Franchise Agreement, Franchisee and each of them hereby fully and irrevocably release Franchisor, of and from any and all claims, demands, obligations, causes of action, suits or liabilities of any kind and nature, whatsoever, whether known or unknown, suspected or unsuspected, and in whatever legal theory or form relating to or arising out of the franchise relationship, the Franchise Agreement prior to the date hereof.

e. This Addendum may be executed in counterparts, including by means of



telefaxed or scanned and emailed signature page or similar electronic means, each of which will be deemed an original, but all of which together will constitute one and the same document.

IN WITNESS HEREOF, each of the undersigned parties hereby acknowledge that they have read this Addendum, understand its contents and consent to be bound by all of its terms.

Dated _____.

FRANCHISOR:

DIRTY DOUGH FRANCHISING LLC

By: _____
(Signature)

Name: _____

Title: _____

FRANCHISEE:

By: _____
(Signature)

Name: _____

Title: _____



EXHIBIT "A-11"
TO FRANCHISE AGREEMENT
STATE SPECIFIC ADDENDA



ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF CALIFORNIA

1. The California Franchise Relations Act, 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 California law, California law controls.
2. 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.)
3. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be fully enforceable under California law.
4. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
5. The franchise agreement requires binding arbitration. The arbitration will occur at Salt Lake City, Utah with the costs being borne by you for travel to, and lodging in, Salt Lake City, Utah and other costs associated with arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and Federal laws (this or these as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 128a, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
6. The franchise agreement requires application of the laws of Utah, but the California franchise laws may prevail in some instances. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California laws.
7. You must sign a general release if you transfer, renew or terminate your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).
8. The franchise agreement provides for waiver of a jury trial. This may not be enforceable in California.
9. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.
10. Section 5.1 of the franchise agreement is amended to include the following: "Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until after all initial obligations owed to the franchisee under the franchise agreement or other agreements have been fulfilled by the franchisor and the franchisee is open for business."



11. Late Fees in Exhibit "A-3" is amended to include the following: "The highest interest rate allowed in California is 10% annually."



**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF FOR THE STATE OF ILLINOIS**

Illinois Law governs the franchise agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

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

In conformance with Section 41 of the Illinois Franchise Disclosure Act, 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.

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

Section 5.1 is modified to add the following language to the end of the paragraph:

“Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until after all initial obligations owed to the franchisee under this Agreement or other agreements have been fulfilled by the franchisor and the franchisee has commenced doing business.”

IN WITNESS WHEREOF, the Franchisor and Franchisee have respectively signed and sealed this Franchise Agreement as of _____.

FRANCHISEE:

By:

(Signature)

Name: _____

Title: _____

FRANCHISOR:

Dirty Dough Franchising LLC

By:

(Signature)

Name: _____

Title: _____



**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF INDIANA**

This Rider amends the Franchise Agreement dated _____ (the “Agreement”) between Dirty Dough Franchising LLC, (“Franchisor”) and _____ (“Franchisee”).

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Indiana Acts” means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Deleted. Any provision of the Agreement which would have any of the following effects is hereby deleted:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the Franchisor or sources designated by the Franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the Franchisor. However, the publication by the Franchisor of a list of approved suppliers of goods, supplies, inventories, or service or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the Franchisor does not constitute designation of a source nor does a reasonable right of the Franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the Franchisor.

(2) Allowing the Franchisor to establish a Franchisor-owned outlet engaged in a substantially identical business to that of the Franchisee within the exclusive territory granted the Franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the Franchisor to compete unfairly with the Franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the Franchisor without the consent in writing of the Franchisee.

(4) Allowing the Franchisor to obtain money, goods, services, or any other benefit from any other person with whom the Franchisee does business, on account of, or in relation to, the transaction between the Franchisee and the other person, other than for compensation for services rendered by the Franchisor, unless the benefit is promptly accounted for, and transmitted to the Franchisee.

(5) Requiring the Franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the Franchisee and the Franchisor to be referred to any person, if referral would be binding on the Franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the Franchisor which the Franchisee had ordered for private retail consumers prior to the Franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused



by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the Franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the Franchisee meets certain conditions specified in the agreement.

(9) Requiring a Franchisee to covenant not to compete with the Franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the Franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the Franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the Franchisee may be required to pay.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:
FRANCHISEE:

FRANCHISOR:
Dirty Dough Franchising LLC

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:



**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND**

This Addendum dated _____, 20____, by and between Dirty Dough Franchising LLC, a Utah limited liability company, hereinafter referred to as "Franchisor" and _____, LLC/Inc., hereinafter referred to as "Franchisee."

1. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
2. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
3. The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
5. All initial fees and payments owed by franchisees, including payments for goods and services received from the franchisor, shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Except as expressly amended or modified herein, all terms, provisions and conditions of the original Franchise Agreement shall remain in full force and effect. In the event of a conflict or inconsistency between the provisions of this Addendum and any provisions of the original Franchise Agreement, the provisions hereof shall in all respects govern and control.

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto acknowledge that they have read, understand and agree to all of the terms and provisions of this Agreement and have caused this Agreement to be effective as of the date listed above with the full authority of the Company principal they represent.

FRANCHISOR:
DIRTY DOUGH FRANCHISING LLC

By: _____
Its, _____

Signature: _____

FRANCHISEE:

By: _____
Its, _____

INDIVIDUALS:

Print Name: _____

Signature: _____
Print Name: _____



**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA**

The disclosure document, franchise agreement, area developer agreement and other related agreements are amended to conform to the following:

1. Governing law, choice of forum, and jurisdiction and venue provisions of the disclosure document, franchise agreement and area developer agreement are amended to include the following:

Minnesota statute ' 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or 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 or the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. ' 80C.14, subdivisions 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.
3. As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), franchisor will reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee's right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
4. Minnesota Rule Part 2860.4400J prohibits requiring a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or consenting to liquidated damages, termination penalties or judgment notes.
5. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.
6. Any limitation of claims must comply with Minn. Stat. 80C.17, subdivision 5.

Franchisee (Signature)



**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA**

This Addendum to the Franchise Agreement is agreed to this _____, between Dirty Dough Franchising LLC and _____ to amend and revise said Franchise Agreement as follows:

1. The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 et seq. Such provisions in the Agreement are hereby amended as follows:

- No general release shall be required as a condition of renewal and/ or transfer which is intended to exclude claims arising under North Dakota Franchise Investment Law.
- In case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorney's fees.
- The statute of limitations under North Dakota Law will apply.
- Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.
- A provision requiring litigation or arbitration to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.
- In the event of a conflict of laws, North Dakota Law will control.
- Franchise may not assent to a waiver of exemplary or punitive damages.
- Franchisee may not assent to a waiver of jury trial, waiver of rights to exemplary or punitive damages, or waiving his rights to any procedure, forum, or remedies provided for by the laws of North Dakota, or consenting to liquidated damages, termination penalties or judgment notes.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum understands and consents to be bound by all of its terms.

Dirty Dough Franchising LLC

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____



**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE COMMONWEALTH OF VIRGINIA**

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any 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 ADDENDUM TO THE
FRANCHISE AGREEMENT, STATEMENT OF PROSPECTIVE FRANCHISEE,
AND RELATED AGREEMENTS**

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 the 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.

Article XIII of the franchise agreement will be interpreted in accordance with RCW 19.100.180.

Section 14.2 of the franchise agreement empowers the franchisor to purchase the franchise before the termination of the franchise agreement. This is inconsistent with RCW 19.100.180(2)(j) and does not apply to Washington franchisees.

The time limitations to initiate a claim as set forth in Section 17.2.3(iii) of the franchise agreement are hereby amended and extended to the time limits allowed under RCW 19.100.



Section 17.2.3(viii) of the franchise agreement is here by amended as follows:

Federal Arbitration Act. You and We mutually agree that all issues relating to arbitrability are governed exclusively by the Federal Arbitration Act and the federal common law of arbitration to the exclusion of any state statutes or common law and will be decided by the arbitrator. All provisions of this Agreement pertaining to venue, choice-of-laws, dispute avoidance and resolution will be strictly enforced (subject to state law).

Section 20.14 of the franchise agreement is not enforceable in Washington.

The Statement of Prospective Franchisee is amended in part to state that claims arising from the Franchise Investment Protection Act of Washington, chapter 19.100 RCW, and the rules adopted thereunder in accordance with RCW 19.100.220, are not waived.

Section 2 of the Form General Release Agreement (Exhibit "G" to the franchise disclosure document) is hereby omitted and not applicable in the state of Washington.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____, 20____.

FRANCHISOR:
Dirty Dough Franchising LLC

FRANCHISEE:

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

INDIVIDUALS:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____



**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN**

The following shall apply to Franchise Agreements in the State of Wisconsin:

- a. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the "Act"), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.
- b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section VIII of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.



**EXHIBIT "B"
TO THE FDD**

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**EXHIBIT "C"
TO THE FDD**

**FINANCIAL STATEMENTS
(Attached)**

Audited Financials: December 31, 2022
Audited Reviewed Financials: December 31, 2021
*Opening Balance Sheet Statement: October 11, 2021

*UNAUDITED INTERIM FINANCIALS
Dated April 17, 2023, for the period of January 1, 2023, through April 17, 2023

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



DIRTY DOUGH FRANCHISING LLC
Financial Statements

December 31, 2022 (audited) and 2021 (reviewed)
with Report of Independent Auditors

Traveller &

Company, LLC
Certified Public Accountants
500 North Marketplace Drive, Suite 270
Centerville, Utah 84014

Dirty Dough Franchising LLC
Financial Statements
December 31, 2022 (audited) and 2021 (reviewed)

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Report of Independent Auditors

To the Members of
Dirty Dough Franchising LLC

We have audited the accompanying financial statements of Dirty Dough Franchising LLC (the “Company”) which comprise the balance sheet as of December 31, 2022, and the related statements of operations and changes in members’ equity (deficit), and cash flows for the year then ended, and 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 Dirty Dough Franchising LLC as of December 31, 2022, and the results of its operations and its cash flows for the year 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 Dirty Dough Franchising 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.

Prior Period Financial Statements

The 2021 financial statements were reviewed by other accountants, and their report thereon, dated May 3, 2022, stated they were not aware of any material modifications that should be made to those financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. However, a review is substantially less in scope than an audit and does not provide a basis for the expression of an opinion on the financial statements as a whole.

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 Dirty Dough Franchising LLC’s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements 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 Dirty Dough Franchising LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Dirty Dough Franchising LLC's ability to continue as a going concern for a reasonable period of time.

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



Traveller & Company, LLC
April 17, 2023

Dirty Dough Franchising LLC
Balance Sheets
December 31, 2022 (audited) and 2021 (reviewed)

	2022	2021
Assets		
Current assets:		
Cash and cash equivalents	\$ 80,896	\$ 59,484
Loans receivable	—	160,500
	80,896	219,984
Total current assets		
	80,896	219,984
Total assets	\$ 80,896	\$ 219,984
Liabilities and members' equity (deficit)		
Current liabilities:		
Notes payable - related parties	\$ 619,542	\$ 209,419
Total current liabilities	619,542	209,419
Commitments and contingencies	—	—
Members' equity (deficit)	(538,646)	10,565
Total liabilities and members' equity (deficit)	\$ 80,896	\$ 219,984

See accompanying notes to financial statements.

Dirty Dough Franchising LLC
Statements of Operations and Changes in Members' Equity (Deficit)
Years Ended December 31, 2022 (audited) and 2021 (reviewed)

	2022	2021
Income:		
Franchise fees	\$ 3,500	\$ 581
Royalties	27,609	—
Marketing fees	22,691	—
Tech revenue	4,861	—
	58,661	581
Expenses:		
Bank charges	857	—
Office expenses	61,791	16
Professional fees	5,500	—
Marketing	529,724	—
	597,872	16
Income (loss) from operations	(539,211)	565
Members' equity (deficit) - beginning of year	10,565	—
Contributions (distributions)	(10,000)	10,000
Members' equity (deficit) - end of year	\$ (538,646)	\$ 10,565

See accompanying notes to financial statements.

Dirty Dough Franchising LLC
Statements of Cash Flows
Years Ended December 31, 2022 (audited) and 2021 (reviewed)

	2022	2021
Operating activities		
Net income (loss)	\$ (539,211)	\$ 565
Net cash provided by (used in) operating activities	(539,211)	565
Financing activities		
Net activity on related party transactions	570,623	48,919
Members' contributions (distributions)	(10,000)	10,000
Net cash provided by financing activities	560,623	58,919
Net increase in cash and cash equivalents	21,412	59,484
Cash and cash equivalents, at beginning of year	59,484	—
Cash and cash equivalents, at end of year	\$ 80,896	\$ 59,484

See accompanying notes to financial statements.

Dirty Dough Franchising LLC
Notes to Financial Statements
December 31, 2022 (audited) and 2021 (reviewed)

1. Summary of Significant Accounting Policies

Organization and Business Description

Dirty Dough Franchising LLC (a limited liability company) (the “Company”) was organized under the laws of the State of Utah for the purpose of offering franchise opportunities to entrepreneurs who want to own their own Dirty Dough location as a franchise.

Franchise Revenue

Initial franchise fees are payable to Dirty Dough LLC and are due when a franchise agreement is signed. The fee covers services associated with setting up and opening the business and is non-refundable.

The Company receives royalty income and marketing fees based on weekly sales at each location. These amounts are collected and recognized as income as received. The Company also receives a fixed weekly amount from each location to offset information technology costs.

Current Accounting Pronouncements

In February 2016, the FASB issued ASU 2016-02, *Leases (ASC Topic 842)*. This new standard established a right-of-use (“ROU”) model that requires a lessee to recognize assets and liabilities on the balance sheet for all leases with lease terms greater than 12 months. ASU 2016-02 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2021, and early adoption is permitted. Accordingly, ASU 2016-02 is effective for the Company’s year ending December 31, 2022, using a modified retrospective approach. Because the Company has no lease agreements, Management has determined that this pronouncement does not apply.

Cash and Cash Equivalents

The Company considers all liquid debt instruments with original maturities of three months or less to be cash equivalents.

Use of Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Concentration of Credit Risk

The Company maintains its cash in bank deposit accounts, which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Dirty Dough Franchising LLC

Notes to Financial Statements

1. Summary of Significant Accounting Policies (continued)

Income Taxes

The Company is a Limited Liability Corporation; as such, the Company will not be responsible for income taxes on the company level. Instead, its taxable income will be included on the members' personal tax returns.

Subsequent Events

Management has reviewed and evaluated subsequent events through April 17, 2023, the date on which the financial statements were available to be issued. Subsequent to year end, the Members of the Company contributed \$500,000 cash to the Company on April 17, 2022, to cover working capital for ongoing operations.

2. Related Party Transactions

At December 31, 2022, the Company had an outstanding loan from Dirty Dough LLC in the amount of \$619,542. This amount will be repaid as the Company grows and becomes profitable. At December 31, 2021, the Company had accounts receivable from one of its franchise locations and from Dirty Dough LLC totaling \$160,500. These amounts were received in full during 2022.

3. Marketing Expenses

During the years ended December 31, 2022 and 2021, the Company incurred marketing expenses of \$529,724 and \$0, respectively. These costs are expensed as incurred and are included in expenses on the accompanying financial statements.

4. Going Concern

The Company had marketing expenses of approximately \$530,000 for the year ended December 31, 2022. As of December 31, 2022, its accumulated deficit was approximately \$539,000. These marketing expenses are due to increased efforts in advertising and promoting the franchise opportunity.

Management believes that as the number of franchises increases in future years, the marketing fees collected from the store locations will cover the marketing costs incurred. As of the report date, there are more than 200 signed agreements in place with opening dates throughout 2023 and beyond.

**Financial Statements
of
Dirty Dough Franchising LLC
155 E 460 N Vineyard
Vineyard, UT 84059**

Particulars	Page No.
Accountant's Review Report	2
Balance Sheet	4
Profit and Loss Statement	5
Statements of Cash Flow	6



High Country Finance

14587 S 790 W Unit C Suite 200, Bluffdale, UT 84065
Tel: (801) 696-7618 Email: info@highcountryfinance.com

Independent Accountant's Review Report

I have reviewed the accompanying balance sheet of Dirty Dough Franchising LLC, as of December 31, 2021, and the related statements of income and cash flows for the years then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountant's Responsibility

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

Accountant's Conclusion

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

For,

Roxanne Bataller

Roxanne Bataller, Junior Accounting Manager
Salt Lake City, Utah
May 3rd, 2022

Dirty Dough Franchising LLC

Balance Sheet

As of December 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10100 Banking Total	0.00
10101 Franchising (8398)	59,484.25
Total 10100 Banking Total	59,484.25
Total Bank Accounts	\$59,484.25
Other Current Assets	
14000 Loan Receivables	0.00
14100 Corporate 2357	148,500.00
14300 DD Old Tempe 9676	12,000.00
Total 14000 Loan Receivables	160,500.00
Total Other Current Assets	\$160,500.00
Total Current Assets	\$219,984.25
TOTAL ASSETS	\$219,984.25
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
27000 Unearned Revenue	0.00
27100 Franchise Fees	209,419.36
Total 27000 Unearned Revenue	209,419.36
Total Other Current Liabilities	\$209,419.36
Total Current Liabilities	\$209,419.36
Total Liabilities	\$209,419.36
Equity	
Opening Balance Equity	10,000.00
Retained Earnings	0.00
Net Income	564.89
Total Equity	\$10,564.89
TOTAL LIABILITIES AND EQUITY	\$219,984.25

Dirty Dough Franchising LLC

Profit and Loss
January - December 2021

	TOTAL
Income	
40000 Sales	0.00
41000 Service Revenue	0.00
41100 Franchise Fees	580.64
Total 41000 Service Revenue	580.64
Total 40000 Sales	580.64
Total Income	\$580.64
GROSS PROFIT	\$580.64
Expenses	
63000 Operating Expenses	0.00
63400 Software	16.08
Total 63000 Operating Expenses	16.08
Total Expenses	\$16.08
NET OPERATING INCOME	\$564.56
Other Income	
70000 Other Income	0.00
71000 Interest Earned	0.33
Total 70000 Other Income	0.33
Total Other Income	\$0.33
NET OTHER INCOME	\$0.33
NET INCOME	\$564.89

Dirty Dough Franchising LLC

Statement of Cash Flows
November - December, 2021

	TOTAL
OPERATING ACTIVITIES	
Net Income	564.85
Adjustments to reconcile Net Income to Net Cash provided by operations:	0.00
14100 Loan Receivables:Corporate 2357	-141,000.00
14300 Loan Receivables:DD Old Tempe 9676	-12,000.00
27100 Unearned Revenue:Franchise Fees	209,419.36
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	56,419.36
Net cash provided by operating activities	\$56,984.21
NET CASH INCREASE FOR PERIOD	\$56,984.21
Cash at beginning of period	2,500.04
CASH AT END OF PERIOD	\$59,484.25

TITLE	FDD Financial Report
FILE NAME	FDD Financial Report.pdf
DOCUMENT ID	4c54512926cef80124a322353447ae9a4af2d647
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Dirty Dough Franchising LLC

Opening Balance Sheet

As of October 11, 2021

ASSETS

Current Assets		
Cash	\$	10,000
TOTAL ASSETS	\$	10,000

LIABILITIES AND EQUITY

Total Liabilities		
Equity		
Owner's Investment	\$	10,000
Retained Earnings	\$	10,000
Total Equity	\$	10,000
TOTAL LIABILITIES AND EQUITY	\$	10,000

Monday, October 11, 2021 _____ PM GMT-7
Accrual Basis

DD Franchising

Balance Sheet

As of April 17, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10100 Banking Total	
10101 Chase Franchising (8398)	536,353.00
Total 10100 Banking Total	536,353.00
QuickBooks Checking Account	52,498.77
Total Bank Accounts	\$588,851.77
Accounts Receivable	
12000 Accounts Receivable	58,697.36
Total Accounts Receivable	\$58,697.36
Other Current Assets	
13000 Inventory Asset	
13100 Finished Goods	23,652.00
13101 Balboa Mobile Trailer Unit 1	0.00
13102 Balboa Mobile Trailer Unit 2	54,248.50
Total 13100 Finished Goods	77,900.50
Total 13000 Inventory Asset	77,900.50
14000 Loan Receivables	
14100 Dirty Dough Corporate Loan Receivable	438,533.01
14600 Dirty Dough 8132 Loan Receivable	48,352.91
14700 Dirty Dough Production Loan Receivable	363,946.54
14800 Dbaked Loan Receivable	10,205.47
14900 Dirty Dough Logistics Loan Receivable	4,206.25
Total 14000 Loan Receivables	865,244.18
Undeposited Funds	1,000.00
Total Other Current Assets	\$944,144.68
Total Current Assets	\$1,591,693.81
TOTAL ASSETS	\$1,591,693.81
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
21000 Accounts Payable	53,603.00
Total Accounts Payable	\$53,603.00
Credit Cards	
21200 Credit Card Balance	
21201 Chase 2540	41,686.01
Total 21200 Credit Card Balance	41,686.01
Total Credit Cards	\$41,686.01
Other Current Liabilities	
23000 Long-Term Loan Payables	

	TOTAL
23100 Dirty Dough Corporate Loan Payable	1,106,716.85
23300 Balboa Mobile Trailer Units Loan Payable	93,047.66
23400 DD Production - Payable	179,225.99
Total 23000 Long-Term Loan Payables	1,378,990.50
24100 Customers Deposits	20,000.00
27000 Unearned Revenue	
27100 Franchise Fees	2,500.00
Total 27000 Unearned Revenue	2,500.00
Total Other Current Liabilities	\$1,401,490.50
Total Current Liabilities	\$1,496,779.51
Total Liabilities	\$1,496,779.51
Equity	
Retained Earnings	-441,911.76
Net Income	536,826.06
Total Equity	\$94,914.30
TOTAL LIABILITIES AND EQUITY	\$1,591,693.81

DD Franchising

Profit and Loss

January 1 - April 17, 2023

	TOTAL
Income	
40000 Sales	
40100 Franchise Royalties	31,437.93
40101 Marketing Fee	13,473.84
40102 Tech Fee	3,318.05
40104 Training Fee	7,000.00
40105 Hughes player units Income	39,999.00
40106 Vendors Income	189.77
40107 Franchising Fee	500,000.00
40150 Trailers Sales	160,000.00
41000 Service Revenue	260.00
Refunds	-11,551.43
Total 40000 Sales	744,127.16
Uncategorized Income	135,445.46
Stripe	88,224.32
Total Uncategorized Income	223,669.78
Total Income	\$967,796.94
Cost of Goods Sold	
50000 Cost of Goods Sold	54,248.50
Total Cost of Goods Sold	\$54,248.50
GROSS PROFIT	\$913,548.44
Expenses	
60000 Advertising & Marketing	
60100 General Marketing Expense	75,990.15
60200 Ad Spend Expense	35,243.43
60300 Content Creation Costs	63,001.85
60500 Graphic Design	1,100.00
Total 60000 Advertising & Marketing	175,335.43
61000 Employee Expenses	
61100 Salaries Expense	
61102 Contractor Fees	1,425.00
Total 61100 Salaries Expense	1,425.00
61300 Recruiting Expenses	162.67
Total 61000 Employee Expenses	1,587.67
62000 Meals & Entertainment	
62200 Company Meals	516.66
Total 62000 Meals & Entertainment	516.66
63000 Operating Expenses	
63100 General Office Expenses	5,846.40
63200 Rent & Lease Expense	6,892.83
63300 Utilities	38,131.75
63400 Software	30,696.66

	TOTAL
63415 Security Expenses	4,537.71
63500 Travel	
63501 Airfare	2,454.12
63502 Hotel & Lodging	1,058.35
63505 Other Travel Expenses	202.24
Total 63500 Travel	3,714.71
63700 Postage & Shipping Expenses (General office expense)	1,589.35
63800 Bank Charges & Fees	58.99
63801 QuickBooks Payments Fees	742.38
63802 Stripe Fees	3,150.87
Total 63800 Bank Charges & Fees	3,952.24
Total 63000 Operating Expenses	95,361.65
63410 Collected Tech Fees	3,525.70
65000 Legal & Professional Services	
65100 Accounting Services	1,525.00
65300 Legal Services	31,243.88
65400 Outside Consultants	
65410 Sales Resources	11,160.00
Total 65400 Outside Consultants	11,160.00
65500 Membership Fees	2,291.67
Total 65000 Legal & Professional Services	46,220.55
65401 Marketing Consulting	13,500.00
66000 Business Expenses	
66100 Taxes & Licenses	825.03
66300 Insurance	5,312.00
Total 66000 Business Expenses	6,137.03
Uncategorized Expense	31,047.01
Amazon	3,490.68
Total Uncategorized Expense	34,537.69
Total Expenses	\$376,722.38
NET OPERATING INCOME	\$536,826.06
NET INCOME	\$536,826.06

**EXHIBIT "D"
TO THE FDD**

**SCHEDULE OF FRANCHISEES:
(as of December 31, 2022)**

	Location/Territory	Owner	Phone Number
Arizona			
1	Desert Ridge ³	Nathan Jaenhig	480-510-7719
2	Scottsdale	Mike & Dave Frost	801-400-0834
3	Tempe ¹	Greg Evans	602-614-3738
Idaho			
4	Lava Springs ⁴	Brett Call	801-319-2929
North Dakota			
5	Williston ³	Duane Richins	801-243-4544
Ohio			
6	Hilliard	Shera Markley	614-403-8547
Oklahoma			
7	Chickasha ³	Onyi Odunuke	479-879-1309
8	Edmond	Colin Young	801-717-5857
9	Lawton ³	Onyi Odunuke	479-879-1309
Texas			
10	Driftwood ^{3,4}	Hetal Patel	512-803-9352
11	Lebanon ^{3,4}	Frankie Merritt	574-248-0311
Utah			
12	Layton	Gabe Gilleland	970-759-9374
13	Payson	Stephanie Saunders	385-265-1201
14	Pleasant Grove ²	Ben Anderson	801-709-4118
15	Provo	Dan Forward	801-709-0709
16	Sandy ³	Dan Forward	801-709-0709
17	Saratoga Springs	Chase Rowley	435-851-1671
18	Spanish Fork	Eric King	541-908-2151
19	St. George	Eric King	541-908-2151
20	Vineyard ²	Stephanie Saunders	385-265-1201
21	West Point	Collin Francom	970-903-6920

Notes:

¹ This was our former affiliate-owned location; it sold to a franchisee in 2022.

² These were formerly owned by our minority owner, Wade Rasumussen; they sold to franchisees in 2022.

³ Each of these units opened in 2023, prior to the issuance date of this FDD and are therefore not represented in the Item 20 charts. As of the issuance date, we have 21 units open and operating.

⁴ These are mobile units.

FRANCHISEES THAT TRANSFERRED THEIR FRANCHISE IN 2022:

Location/Territory	Former Owner	Phone Number
Heber, Utah ¹	Brayden Gause	801-592-8326
Pleasant Grove, Utah	Wade Rasmussen	801-645-7618
Vineyard, Utah	Wade Rasmussen	801-645-7618

¹ The Heber location was not open for business when it was transferred and is not yet open as of the



issuance date of this FDD.

FRANCHISES THAT CEASED OPERATIONS IN 2022 OR HAVE NOT CONTACTED US WITHIN 10 WEEKS: NONE

Location/Territory	Former Owner	Phone Number

FRANCHISES THAT SIGNED A FRANCHISE AGREEMENT BUT WERE NOT OPEN AS OF DECEMBER 31, 2022

Reserved Location/Territory	Owner
Arizona	
Anthem, Avondale, Peoria, and Surprise (4 total units)	Nathan Jaenig
Mesa, plus 4 additional units	Susie Parks
Mesa Red Mountain (2 total units)	Greg Evans
Tucson	Zak Haws
California	
Carlsbad (2 total units)	Bailey Maxwell
Clovis and Fresno (3 total units)	Jami Graham
Dana Point ¹	Erik Baker
Los Angeles County ²	Brandon Evans
University City ³	Enrique Cahua
Vacaville	Chantelle Martin & Tom Graef
Colorado	
Boulder	Jacob Skousen
Fort Collins and Loveland (2 total units)	Zane Jandreau
Lohi ⁴	Jacob Graham
Florida	
Boca Raton and Port St Lucie (2 total units)	Brandon Roper
Claremont	Mike Southam
Cooper City, Cleary Blvd., and Weston (3 total units)	Chris Osbourne
Coral Springs	Abel Garcia
Metro-West area, UCF area, Kissimmee area, Disney/Orlando area, and Miami (5 total units)	Jenny Sanchez
Pensacola	Hoda Kamel
East Tampa, Florida University, and Petersburg (3 total units)	Traykon Johnston
Miami ⁵	Rhonda Stark
Georgia	
Milton and Vinings (2 total units)	Elizabeth Bullock
Idaho	
Idaho Falls (2 units), Pocatello, Nampa, and Coeur D'Alene (5 total units)	Kameron Johnson
Meridian (2 total units)	Chase Harris
Twin Falls ⁶	Michael Hamblin
Nebraska	
Omaha ⁷	Jeramie Stephenson
Nevada	
Las Vegas (2 units), and Henderson (3 total units)	Cody Booth



Reno (3 units)	Chase Harris
West Henderson, Enterprise, Summerlin, and Centennial Hills (4 total units)	Ben Anderson
New Jersey	
Cherry Hill ⁸	Marc Loev
New Mexico	
Las Cruces ⁹	Paul Grindstaff
Paseo Del Norte, Paradise Hills, and Albuquerque (3 total units)	Cameron Maylett
North Carolina	
North-east Raleigh ¹⁰	Aaron Peterson
North Dakota	
West Fargo, Horace, and North Dakota State University (3 total units)	Brian Bullock
Williston, Minot, and Bismark (3 total units)	Duane Richins
Ohio	
Dublin ¹¹	Michael Reed
Clifton and Hamilton (2 total units)	Bhola Poudel
Tennessee	
Antioch ¹²	Ryan Cummings
Collierville	Elizabeth Bullock
Nashville, TN and American Fork, UT (1 unit in Tennessee, and 1 unit in Utah)	AJ Rounds
Texas	
Anderson Mills and Cedar Park (2 total units)	Austin Whitney
Austin ¹³	Josh Harward
Beaumont ¹⁴	Gabe Gilleland
Fort Worth	Onyi Odunukwe
Greenhouse ¹⁵	James Kelly
Hunter ¹⁶	Hetal Patel
McKinney ¹⁷	Russell Solomon
North Arlington	Geoffrey Butler
Round Rock ¹⁸	Hunter Asmus
San Antonio	Paras Patel
South Lake	Jake Shaw
Stone Oak ¹⁹	Jalon Miyasaki
Temple	John Wilson
Texarkana	Shelby Rasmusson
West Plano and Garland (2 total units)	Ray Cattaneo
Utah	
Cedar City ²⁰	Ted McCune
Centerville and Farmington (2 total units)	Thomas Higgs
Centerville	Mihir Pimpale
Highland	Jed Poulsen
Lehi	Tyler Richards
Logan and Tooele and East Mark Mesa, Arizona (3 total units)	Whitney Beckstead-Gause
Ogden ²¹	Elias Larty
Park City	Brayden Gause
Payson ²² , Hurricane, Santaquin (3 total units)	Stephanie Saunders
Provo ²³ , Eagle Mountain, Bluffdale, Sandy (4 total units)	Dan Forward
Roy, Brigham City, Taylorsville, South Jordan, Riverton (5	Pi Syndicate



total units)	
Wyoming	
Cheyenne ²⁴	Aaron Luddington
TBD	
TBD locations -8 units, including 1 mobile	

Notes:

In total, 215 units have been reserved either under a single franchise agreement or as part of an area development agreement. In 2023, franchisees wishing to develop more than one unit must sign an area development agreement.

Where indicated in a parenthetical next to the cities, a single agreement was signed for the development of multiple locations -done outside of an area development agreement.

- ¹ The Dana Point, California location is part of a 5-unit area development agreement.
- ² The Los Angeles County, California location is part of a 20-unit area development agreement.
- ³ The University City, California location is part of a 2-unit area development agreement.
- ⁴ The Lohi, Colorado location is part of a 3-unit area development agreement.
- ⁵ The Miami, Florida location is part of a 4-unit area development agreement.
- ⁶ The Twin Falls, Idaho location is part of a 5-unit area development agreement.
- ⁷ The Omaha, Nebraska location is part of a 5-unit area development agreement.
- ⁸ The Cherry Hill, New Jersey location is part of a 5-unit area development agreement.
- ⁹ The Las Cruces, New Mexico location is part of a 3-unit area development agreement.
- ¹⁰ The North-east Raleigh, North Carolina location is part of a 5-unit area development agreement.
- ¹¹ The Dublin, Ohio location is part of a 6-unit area development agreement.
- ¹² The Antioch, Tennessee is part of a 6-unit area development agreement.
- ¹³ The Austin, Texas location is part of a 4-unit area development agreement.
- ¹⁴ The Beaumont, Texas location is part of an 11-unit area development agreement.
- ¹⁵ The Greenhouse, Texas location is part of a 3-unit area development agreement.
- ¹⁶ The Hunter, Texas location is part of a 4-unit area development agreement.
- ¹⁷ The McKinney, Texas location is part of a 7-unit area development agreement.
- ¹⁸ The Round Rock, Texas location is part of a 4-unit area development agreement.
- ¹⁹ The Stone Oak, Texas location is part of a 6-unit area development agreement.
- ²⁰ The Cedar City, Utah location is part of a 5-unit area development agreement.
- ²¹ The Ogden, Utah location is part of a 3-unit area development agreement.
- ²² The Payson, Utah location will open in April 2023.
- ²³ The Provo, Utah location will open in April 2023.
- ²⁴ The Cheyenne, Wyoming location is part of a 3-unit area development agreement.

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



**EXHIBIT "E"
TO THE FDD**

LIST OF AGENTS FOR SERVICE OF PROCESS

If a state is not listed, Dirty Dough Franchising LLC has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed below in which Dirty Dough Franchising LLC has appointed an agent for service of process.

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California	Commissioner of Financial Protection and Innovation	Department of Financial Protection and Innovation	2101 Arena Blvd., Sacramento, CA 95834	(916) 445-7205 (866) 275-2677 www.dfpi.ca.gov ask.DFPI@dfpi.ca.gov
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Suite 315, West Tower, Atlanta, GA 30334	
Hawaii	Commissioner of Securities	Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch	335 Merchant Street, Room 203, Honolulu, HI 96813	(808) 586-2722
Illinois	Chief, Franchise Division	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4465
Indiana	Indiana Secretary of State		210 State House, Indianapolis, IN 46204	
Maryland	Maryland Securities Commissioner	Division of Securities; Office of Attorney General	200 St. Paul Place, 20 th Floor, Baltimore, MD 21202-2020	(410) 576-6360
Michigan	Antitrust and Franchise Business	Michigan Department of the Attorney General's Office; Franchise Administrator; Consumer Protection Division	6546 Mercantile Way, Lansing, MI 48910	(517) 373-7117
Minnesota	Commissioner of Commerce	Minnesota Department of Commerce	85 7 th Place East, Suite 280, St. Paul, MN 55101	(651) 539-1500
New York	Secretary of State		99 Washington Avenue, Albany, NY 12231	(518) 473-2492
North Dakota	North Dakota Securities Department		600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414, Bismarck, ND 58505-0510	(701) 328-4712



Oregon	Director of Insurance & Finance	Business Service Division of Finance and Corporate Securities Labor and Industries Building	Salem, OR 97310	(503) 378-4387
Rhode Island	Chief Securities Examiner of Business Regulation	Department of Business Regulation Securities Division	1511 Pontiac Avenue, John O. Pastore Complex – Building 69-1, Cranston, RI 02920	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 South Euclid Avenue, 2 nd Floor, Pierre, SD 57501-3185	(605) 773-3563
Virginia	Clerk of the State Corporation Commission		1300 East Main Street, 1 st Floor, Richmond, VA 23219	
Washington	Director of Financial Institutions		150 Israel Road SW, Tumwater, WA 98501	(360) 902-8760
Wisconsin	Wisconsin Commissioner of Securities	Franchise Investment Division	101 East Wilson Street, Fourth Floor, Madison, WI 53702	



**EXHIBIT "F"
TO THE FDD**

**LIST OF STATE AGENCIES RESPONSIBLE FOR
FRANCHISE DISCLOSURE/REGISTRATION LAWS**

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California	www.dfpi.ca.gov ask.DFPI@dfpi.ca.gov	Department of Financial Protection and Innovation	<u>Sacramento:</u> 2101 Arena Blvd., Sacramento, CA 95834 <u>San Diego:</u> 1455 Frazee Road, Suite 315, San Diego, CA 92108 <u>San Francisco:</u> One Sansome Street, Ste. 600, San Francisco, CA 94101 <u>Los Angeles:</u> 320 West 4 th Street, Ste. 750, Los Angeles, CA 90013-2344	<u>Sacramento:</u> (916) 445-7205 <u>San Diego:</u> (619) 525-4233 <u>San Francisco:</u> (415) 972-8559 <u>Los Angeles:</u> (213) 576-7500 <u>Toll Free:</u> (866) 275-2677
Connecticut	Securities and Business Investment Division	Connecticut Department of Banking	260 Constitution Plaza, Hartford, CT 06103-1800	(860) 240-8233
Florida	Division of Consumer Services	Department of Agriculture and Consumer Services	P.O. Box 6700, Tallahassee, FL 32314-6700	(805) 488-2221 Fax: (805) 410-3804
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Ste. 315, West Tower, Atlanta, GA 30334	
Hawaii	Business Registration Division, Commissioner of Securities	Department of Commerce and Consumer Affairs	P.O. Box 40, Honolulu, HI 96810	(808) 586-2744
Illinois	Franchise Bureau	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4436
Indiana	Franchise Section	Indiana Securities Division, Secretary of State	302 West Washington Street, Room E-111, Indianapolis, IN 46204	(317) 232-6681
Iowa	Iowa Securities Bureau		340 Maple, Des Moines, Iowa 50319-0066	(515) 287-4441
Maryland	Office of the Attorney General	Division of Securities	200 St. Paul Place, 20 th Floor, Baltimore Maryland 21202-2020	(410) 576-6360



Michigan	Michigan Attorney General's Office	Consumer Protection Division; Attn: Franchise Section	525 West Ottawa Street, Williams Building, 6 th Floor, Lansing, MI 48933	(517) 373-7117
Minnesota	Minnesota Department of Commerce	Securities – Franchise Registration	85 7 th Place East, Suite 280, St. Paul, Minnesota 55101-2198	(651) 539-1600
Nebraska	Bureau of Securities/Financial Institutions Division	Department of Banking and Finance	1526 K Street, Suite 300, Lincoln, NE 68508-2732	(402) 471-3445
New York	NYS Department of Law	Investor Protection Bureau	28 Liberty St. 21 st Floor, New York, NY 10005	(212) 416-8222 Fax: (212) 416-6042
North Dakota	Franchise Examiner	North Dakota Securities Department	600 East Boulevard Avenue, State Capital 5 th Floor, Dpt 414, Bismarck, ND 58505-0510	(701) 328-4712
Oregon	Division of Finance and Corporate Securities	Department of Consumer and Business Services	Labor and Industries Building	(503) 378-4140 Fax: (503) 947-7862
Rhode Island	Securities Division	Department of Business Regulation	1511 Pontiac Avenue, John O. Pastore Complex 69-1, Cranston, RI 02920-4407	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 S. Euclid 2 nd Floor, Pierre, SD 57501-3185	(605) 773-3563 Fax: (605) 773-5953
Texas	Secretary of State	Registration Division	P.O. Box 13193, Austin, TX 78711-3193 1719 Brazos, Austin, TX 78707	(512) 475-1769
Utah	Division of Consumer Protection	Utah Department of Commerce	160 East 300 South, SM Box 146704, Salt Lake City, UT 84114-6704	(801) 530-6601 Fax: (801) 530-6001
Virginia	State Corporation Commission	Division of Securities and Retail Franchising	1300 East Main Street, 9 th Floor, Richmond, VA 23219	(804) 371-9051
Washington	Securities Division	Department of Financial Institutions	P.O. Box 9033, Olympia, WA 98507-9033	(360) 902-8760
Wisconsin	Division of Securities	Department of Financial Institutions	P.O. Box 1768, Madison, WI 53701	(608) 266-2801
Federal Trade Commission	Division of Marketing Practices	Bureau of Consumer Protection	Pennsylvania Avenue at 6 th Street, NW, Washington DC 20580	(202) 326-3128



**EXHIBIT "G"
TO THE FDD**

AREA DEVELOPMENT AGREEMENT



**DIRTY DOUGH FRANCHISING LLC
AREA DEVELOPMENT AGREEMENT**

THIS AREA DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into effective as of _____ by and between **DIRTY DOUGH FRANCHISING LLC**, a Utah limited liability company (“We,” “Us,” or “Franchisor”), and _____ (“You,” “Your,” or “Area Developer”).

RECITALS:

WHEREAS, You desire to acquire the right to develop and operate multiple Dirty Dough® Cookies Franchise Units in the Development Area described below and pursuant to the terms and conditions of this Agreement; and

WHEREAS, You have entered into a separate Franchise Agreement with Us for the right to operate a Dirty Dough® Cookies franchise signed contemporaneously with this Agreement.

NOW THEREFORE, in consideration of the mutual and reciprocal covenants, promises, recitals, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree as follows:

Article 1 – Definitions

1.1 The following terms have the following described meanings. Additionally, , unless otherwise clearly required by the context, when used in this Agreement, all capitalized terms used but not defined herein have the respective meaning assigned to them pursuant to the Franchise Agreement signed contemporarily with this Agreement.

“Develop” whether capitalized or not means to open and operate Dirty Dough® Cookies Units.

“Development Area” means the geographical area set forth in Exhibit “A.”

“Development Business” means the business of owning, operating, and development of Dirty Dough® Cookies Franchise Businesses in the Development Area and in compliance with the Development Schedule.

“Development Schedule” means the schedule setting forth the number of Franchise Units to be developed within a set period of time within the Development Area.

“Franchise,” “Franchise Business,” “Franchise Unit,” or “Unit” refers to a business which has signed a Franchise Agreement to operate a Franchise Unit in the Development Area.

“Franchise Agreement” means Our franchise agreement that licenses the right to use Our Marks and System for the operation of a Dirty Dough® Cookies Franchise Unit at a single designated location.

“Owners” means You and each of Your owners, partners, members, managers, officers, directors, or shareholders.



“Termination” Includes expiration, non-renewal, repurchase of Your rights, transfer, or any other means by which this Agreement is no longer in effect or wherein You are no longer an area developer for the Dirty Dough® Cookies brand.

Article 2 - Area Rights

2.1 Rights. Subject to the terms and conditions of this Agreement and the continuing faithful performance by You of Your obligations hereunder, during the term of this Agreement, You have the right to Develop Dirty Dough® Cookies Franchise Businesses in the Development Area in accordance with the Development Schedule set forth on Exhibit “B.” You will be guaranteed the ability to open the required number of Franchise Units within the Development Area, but other franchisees may also develop within the Development Area.

2.2 Character of Rights. The rights and privileges granted to You under this Agreement are personal in nature. The rights set forth herein are territorial only and do not grant or imply any license for You to use the Marks or System in any manner. Any such rights are granted only through Our Franchise Agreement. This Agreement does not create or grant rights or obligations outside the Development Area. You represent and We rely upon Your representations in entering into this Agreement that the individuals listed in Exhibit “C” are the owners of and sole holders of a legal and beneficial interest in Your Development Business.

2.3 Franchisor's Reservation of Rights. All rights not specifically granted to You in this Agreement are reserved to Us. Nothing contained herein prevents Us from granting the right to establish or operate, or Us establishing, owning, and operating Franchise Businesses or similar operations outside of the Development Area. We reserve the right to open or sell franchises for outlets located in non-traditional locations within the Development Area, including airports, national accounts, convenience stores, sports venues, and other similar locations. Any non-traditional outlet We or an affiliate open or Franchise We sell will not be counted toward Your development obligations set forth in the Development Schedule. Mobile units, whether developed by You, Us, or other franchisees, do not count towards Your development obligations. Furthermore, We and Our affiliates expressly reserve the right to sell market and distribute the Dirty Dough® Cookies products in the Development Area and elsewhere without compensation to You using other Marketing strategies and distribution channels, including, the Internet, retail units and wholesale outlets, etc. We also reserve the right to use other and different proprietary marks in connection with the sale of franchises, products, or services similar to, the same as, or dissimilar from those which You will use in Your Franchise Businesses at any location, including in the Development Area, without compensation to You. Neither We, nor other Area Developers or franchisees are restricted from advertising in Your Development Area.

Article 3 - Development & Term

3.1 Minimum Development Schedule. You shall open the number of Franchise Units by the deadlines set forth in the Development Schedule. A Franchise Unit will be counted for the purposes of meeting Your development obligation only if it is an open and operating Franchise Business located within the Development Area by the applicable deadline and remains open during the term hereof. Mobile units will not be counted towards Your development obligations. You or an entity which you control are required to maintain a controlling interest in all Franchise Units developed under this Agreement in order for it to be counted as part of Your Development Schedule.



3.1.1 For purposes of example only, the typical Development Schedule is as follows:

Unit Number	Scheduled Opening Date for Each Franchise Unit
Franchise Unit #1	6 months from execution of this Agreement and the first Franchise Agreement
Franchise Unit #2-3	14 months from execution of this Agreement
Franchise Unit #4-6	24 months from execution of this Agreement
Franchise Unit #7-10	30 months from execution of this Agreement
Franchise Unit #11-15	36 months from execution of this Agreement

3.2 Franchise Locations. The location of each Franchise Unit will be selected by You, but must be approved in writing by Us, as further set forth in the Franchise Agreement(s).

3.3 Time of the Essence. Time is of the essence with respect to compliance with the Development Schedule and all other obligations of Yours under this Agreement.

3.4 Term. The term of this Agreement is the development period set forth on the Development Schedule. This Agreement will Terminate prior if terminated according to Article 9 of this Agreement, or once You have Developed all the Franchise Units listed on the Development Schedule if developed prior to the last deadline set forth on the Development Schedule. There is no right to renew this Agreement.

Article 4 - Fees

4.1 Area Development Fee. You shall pay Us the one-time, non-refundable area development fee set forth on Exhibit "B" ("Development Fee"). The Development Fee shall be set based on the number of Units You choose to Develop and includes the full initial franchise fee for each of the first 5 Franchise Units to be Developed. If You choose to Develop more than 5 Franchise Units as part of this Agreement, You shall pay a deposit of \$15,000 per additional Franchise Unit to be Developed.

4.2 Additional Units. If You wish to purchase more Franchise Units than the number of Units listed in the Development Schedule, You must first receive Our prior written approval as to the number and whether You are able to add additional Units to the Development Schedule. If approved, You shall pay a Development Fee of \$15,000 for each additional Franchise Unit to be developed and sign an updated Exhibit "B" that sets forth the new development schedule.

4.3 Initial Franchise Fee. In addition, for each Franchise Unit after the initial five Franchise Units opened or operated by You during the term hereof, You shall pay Us the balance of the non-refundable initial franchise fee ("Franchise Fee") in a single lump sum prior to signing the lease for each Franchise Unit as provided in the Development Schedule.

4.4 Non-Refundable. No Initial Development Fee or other Fee is refundable, regardless of whether You meet Your Development Schedule.



Article 5 - Franchise Agreement(s)

5.1 Franchise Agreement. Each Franchise Unit opened by You in the Development Area pursuant to this Agreement will be governed by Our then-current Franchise Agreement executed by You and Us. A Franchise Agreement for each Franchise Unit must be executed and delivered to Us and the balance of the Franchise Fee paid prior to commencing construction or improvements, acquisition or lease of any related real property, or any other development activity for the applicable Franchise Unit.

5.2 Modification of the Franchise Agreement. We reserve the right, from time-to-time, to amend, change or modify Our form Franchise Agreement which modifications will apply to those Franchise Agreements signed after such modifications are made.

5.3 Guaranty. You agree that all of the Owners owning 20% or greater interest in Your Development Business, along with their spouse or legal domestic partner, must each personally sign an agreement not to compete and must personally guarantee the performance of all Your obligations under this Agreement and shall be personally bound by, and liable for, the breach of every provision of this Agreement and sign the Guaranty and Assumption of Obligations attached as Exhibit "D".

5.4 First Franchise Unit. You acknowledge that the Franchise Agreement governing Your first Franchise Unit to be opened under the Development Schedule is executed concurrently with this Agreement.

Article 6 - Operating Standards and Covenants

6.1 Compliance. You shall, at Your expense, comply with all applicable laws, ordinances, rules, and regulations pertaining to the development of Your Franchise Businesses as contemplated herein.

6.2 Cost of Doing Business. You shall be responsible for all Your costs of doing business and other costs and expenses in connection with Your obligations herein.

6.3 Franchise Obligations. You shall promptly pay all of Your obligations and liabilities to Us and Your suppliers, lessors, trade accounts and government agencies. We have no liability for Your obligations, and You shall indemnify and hold Us harmless from any such obligations. Each Franchise Agreement will have an obligation of the number of hours Your Operating Principal must dedicate and participate in the on premise operations of the Franchise Unit. Once you have more than one Unit open and operating, the total number of hours set forth in the Franchise Agreement will be cumulative between all open and operating Units and not a per-unit obligation.

6.4 Periodic Reports. You shall provide to Us, no later than the 15th day of each month, a written monthly progress report of Your preceding month's activities and progress in developing and establishing Franchise Units in Your Development Area.

6.5 Indemnification. You shall protect, indemnify, and hold Us harmless from and against any and all claims, proceedings, expenses, costs, damages and liabilities, Including, legal fees incurred by Us or Our officers, directors, members, managers and agents because of any act, neglect or omission of Yours or Your employees, customers, agents or guests, in the operation of



Your Development Business, including, malfeasance, misstatements, nonfeasance, failure to perform, and breach of Your duties and obligations under this Agreement.

Article 7 - Confidentiality

7.1 Confidentiality. Each of Your principals are required to sign Our standard principal brand protection agreement attached as Exhibit "E."

7.2 Confidentiality of this Agreement. You agree that all negotiated terms of this Agreement will remain confidential, and You shall not make any public announcement, issue any press release or publicity, make any confirmation of statements made by third parties concerning the terms of this Agreement, or make any other disclosures without Our prior written consent. It is agreed and understood that You may disclose the terms of this Agreement only to Your professional lenders and advisors.

Article 8 - Marks

8.1 Ownership of Marks. You acknowledge that You have no interest whatsoever in the Marks or derivatives thereof and that Your right to use the Marks is derived solely from Your Franchise Agreement(s).

8.2 Use of Marks. You cannot use any of the Marks as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs or symbols, or in any modified form without Our consent. You shall obtain such fictitious or assumed name registrations as may be required by Us or applicable law.

Article 9 - Our Right of Termination

9.1 Termination. You have no rights to terminate this Agreement. In addition to the other rights of termination that We may have at law or equity or as contained in this Agreement; We will have the following rights of termination:

9.1.1 No Cure Period. Upon a violation or default under paragraphs (1) through (7) below, this Agreement will automatically Terminate upon written notice to You.

1) You or any of Your Owners makes or attempts to make an unauthorized assignment of this Agreement, Your Franchise Agreements, Franchise Units, or any ownership change in You without Our prior written consent, which consent will not be unreasonably withheld or delayed;

2) You or any of Your Owners take action, commit, are convicted of, plead guilty to, or plead no contest to a charge of violating any felony law or other crime, action or offense that We reasonably believe is likely to have a material adverse effect on Your Franchise Units, Us, or the System;

3) You repeatedly breach (three or more times) the same provision of this Agreement within a 12-month period;

4) You become insolvent or a party to any bankruptcy, receivership, or similar proceeding, other than as a creditor, file for bankruptcy or receivership or similar protection, or You are adjudicated bankrupt;



5) You make an assignment for the benefit of creditors or enter into any similar arrangement for the disposition of Your assets for the benefit of creditors; or

6) You voluntarily or otherwise abandon the development of Franchise Units in the Development Area hereunder exhibited by not responding to our calls, emails, letters, or other attempts to reach You for a period of 30 or more days, or Your actions to Us, to other franchisees or area developers, or to the public indicate that You do not plan to continue development operations.

9.1.2 5 – Day Cure Period. You, or an entity which You control fails to maintain a controlling interest in each of the Units developed under this Agreement.

9.1.3 30 – Day Cure Period. Except as otherwise provided herein, You fail to comply with any other provision of this Agreement and fail to cure within 30 days of receiving written notice of default from Us.

9.1.4 45 – Day Cure Period. You fail to meet Your development obligations set forth in the Development Schedule and fail to cure within 45 days of receiving written notice of default from Us.

9.2 Cross Default. If any Franchise Agreement for one of Your Franchise Businesses is terminated for any reason, We will have the right to terminate this Agreement upon written notice to You.

Article 10 - Obligations Upon Termination or Expiration

10.1 Our Rights Upon Termination. Upon Termination of this Agreement, for any reason, Your rights under this Agreement are terminated and We will be free to own, operate or franchise Dirty Dough® Cookies businesses anywhere in the Development Area other than as prohibited by any existing signed Franchise Agreement. The foregoing is in addition to any other right or remedy We may have at law or in equity.

10.2 Operating Units. After Termination of this Agreement, You may still continue to own and operate Your individual Franchise Units in the Development Area that are owned and operated by You prior to Termination, so long as You are not in default and continue to faithfully perform the terms and conditions of such Franchise Agreement(s). However, You will cease to have any exclusivity rights with regard to the ongoing development of Franchises in the Development Area, and You will forfeit all deposits made and any contractual right You may have to purchase additional Franchise Units within the Development Area.

10.3 Cross Default. If any Franchise Agreement for one of Your Franchise Businesses is terminated for any reason, We will have the right to terminate this Agreement upon written notice to You.

Article 11 – Integration of the Various Articles of the Franchise Agreement

Article XV through Article XXI of the Franchise Agreement signed contemporarily with this Agreement applies to and is hereby fully incorporated into this Agreement as if fully set forth herein unless otherwise set forth in this Agreement or unless clearly required by the context. Terms such as “Franchise Business” and other terms specific to the Franchise Agreement are



adjusted to apply to this Agreement. As relates to Transfers, the transfer fee to transfer this Agreement is \$7,500, and includes the transfer of only undeveloped Franchise Units; developed Units will have a separate transfer fee. Additionally, the non-competition restrictions and distances are 50 miles from Your Development Area and 25 miles from any Dirty Dough® Cookies business at the time of termination of this Agreement and apply to Your Development Area defined in this Agreement. However, You will still be able to operate any open and operating Dirty Dough® Cookies business in the Development Area in those territories for which We have agreed to allowed You to operate under an active Franchise Agreement.

Article 12 - Notices

12.1 Notices. All notices permitted or required under this Agreement must be in writing and delivered as follows with notice deemed given as indicated (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission, during normal business hours, Monday through Friday, holidays excepted, when confirmed by telecopier or facsimile transmission; (iv) through the email address below or other authorized email address when confirmed by receipt verifications, which confirmation cannot be withheld or otherwise denied; or (v) by certified or registered mail, return receipt requested, three days after deposit in the mail addressed as follows:

To Franchisor:	To Area Developer:
Dirty Dough Franchising LLC 58 South 850 East Pleasant Grove, Utah 84062 (or Our then-current headquarters) Email: BENNETT@DIRTYDOUGHCOOKIES.COM With a courtesy copy to (which will not act as notice or service to Dirty Dough Franchising LLC): The Franchise & Business Law Group Attn: Kara K. Martin 222 South Main, Ste 500 Salt Lake City, Utah 84101 Email: KMARTIN@FBLGLAW.COM	_____ _____ _____ Email: _____



IN WITNESS WHEREOF, We and You have respectively signed and sealed this Agreement as of the day and year first above written.

FRANCHISOR:

AREA DEVELOPER:

DIRTY DOUGH FRANCHISING LLC

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

[SIGNATURE PAGE TO AREA DEVELOPMENT AGREEMENT]



EXHIBIT "A"
TO THE AREA DEVELOPMENT AGREEMENT

DEVELOPMENT AREA

The Development Area will consist of the following area(s):

Our approval of the Development Area or a location is not a guarantee or a warranty of the potential success of the Development Area or a location.

Area Developer Initial and Date

Franchisor Initial and Date



SCHEDULE "A-1"
MAP OF THE DEVELOPMENT AREA

Area Developer Initial and Date

Franchisor Initial and Date



EXHIBIT "B"
TO THE AREA DEVELOPMENT AGREEMENT

FRANCHISE UNIT
DEVELOPMENT SCHEDULE FOR FIVE OR MORE UNITS

1. Development Schedule

Development Period and Term (Ending Dec. 31 Each Year)	Minimum Number of Franchise Units to be Opened During the Year	Cumulative Total of Franchise Units In Area Open and Operating at End of Each Period
Year 1 – 20__	_____	_____
Year 2 – 20__	_____	_____
Year 3 – 20__	_____	_____
Year 4 – 20__	_____	_____
Year 5 – 20__	_____	_____
TOTAL: _____		Total Franchise Units to be open and in operation in the Development Area at the end of the Term: _____

Only standard brick and mortar units counts towards this Development Schedule.

2. Development Fees

Summary	Number or Amount
Total Units to be Developed	_____
Development Fee for first Unit ¹	\$44,500
Development Fee per Unit ¹	
• Second Unit:	\$39,500
• Third Unit:	\$34,500
• Fourth Unit:	\$29,500
• Fifth Unit (floor fee):	\$24,500
Deposit for Franchise Units in excess of 5 (\$15,000 each) ³	\$ _____
Total Initial Development Fee ²	\$ _____

¹ The discounted fee is only available if You enter into a 5-unit development agreement.

² Due upon signing this Agreement.

³ The balance of the initial franchise fee for each additional unit is due prior to signing the lease agreement for each Franchise Unit as Developed.

Area Developer Initial and Date

Franchisor Initial and Date



EXHIBIT "B"
TO THE AREA DEVELOPMENT AGREEMENT

FRANCHISE UNIT
DEVELOPMENT SCHEDULE FOR FEWER THAN FIVE UNITS

1. Development Schedule

Development Period and Term (Ending Dec. 31 Each Year)	Minimum Number of Franchise Units to be Opened During the Year	Cumulative Total of Franchise Units In Area Open and Operating at End of Each Period
Year 1 – 20__	_____	_____
Year 2 – 20__	_____	_____
Year 3 – 20__	_____	_____
Year 4 – 20__	_____	_____
Year 5 – 20__	_____	_____
TOTAL: _____		Total Franchise Units to be open and in operation in the Development Area at the end of the Term: _____

Only standard brick and mortar units counts towards this Development Schedule.

2. Development Fees

Summary	Number or Amount
Total Units to be Developed	_____
Development Fee for first Unit	\$49,500
Development Fee per Unit (after first)	
• Second Unit:	\$44,500
• Third Unit:	\$39,500
• Fourth Unit:	\$34,500
Total Initial Development Fee ¹	\$ _____

¹ Due upon signing this Agreement.

Area Developer Initial and Date

Franchisor Initial and Date



EXHIBIT "C"
TO THE AREA DEVELOPMENT AGREEMENT

COMPANY REPRESENTATIONS AND WARRANTIES

You make the following additional warranties and representations:

You are a (check one):

- Partnership Corporation
 Sole Proprietorship Limited Liability Company

Name of your entity: _____

The state in which your entity was formed: _____

Date of formation: _____

EIN: _____

The name and address of each shareholder, partner, or member holding an ownership interest in the corporation, partnership, or limited liability company (please print or type names and add extra lines if necessary):

Name	Address	Percentage of Ownership*

*Corporation: Percentage owned of outstanding voting stock.

*Partnership: Percentage owned in voting and in capital and profits.

*Limited Liability Company: Percentage owned in membership interest.

The names of the officers of the company (please print or type names and add extra lines if necessary):

Name	Title

The address where Your company records are maintained is: _____
 _____.

The name and address of the person acting as operating principal who has been approved by Us and who will be directly responsible for supervising Your Development Business operations



and who has authority to work with Us and make decisions relating to the operations of the Development Business:

Name: _____

Address: _____

Email: _____

You agree to provide Us a copy of Your articles of organization and operating agreement or articles of incorporation and bylaws within one week of the date below.

Dated: _____.

AREA DEVELOPER:

By: _____
(Signature)

Name: _____

Title: _____



EXHIBIT "D"
TO THE AREA DEVELOPMENT AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is entered into and made effective as of _____ by and between **Dirty Dough Franchising LLC**, ("We," "Us" or "Our") and the undersigned Guarantor(s) ("Guarantor(s)") owners of _____ (the "Business Entity") and their spouses or legal domestic partner (collectively and individually referred to as "spouse").

1. Scope of Guaranty. In consideration of and as an inducement to Our signing and delivering the Area Development Agreement dated _____ (the "Area Development Agreement"), each Guarantor(s) signing this Guaranty personally and unconditionally: (a) guarantee to Us and Our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Area Development Agreement; and (b) shall be personally bound by, and personally liable for the breach of, any provision in the Area Development Agreement, including confidentiality and the non-competition provisions. Each Guarantor acknowledges and agrees no subsequent amendment, modification, and/or extension of the Area Development Agreement by and between Franchisor and the franchisee thereunder will affect the enforcement or validity of this Guaranty.

2. Waivers. Each Guarantor waives: (a) acceptance and notice of acceptance by Us of Guarantor(s) obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (d) any right Guarantor(s) may have to require that an action be brought against the Business Entity or any other person as a condition of Guarantor(s) liability; (e) all rights to payments and claims for reimbursement or subrogation which Guarantor(s) may have against the Business Entity arising as a result of Guarantor(s)' execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which Guarantor(s) may be entitled in Guarantor(s)' capacity as guarantors.

3. Consents and Agreements. Each Guarantor consents and agrees that: (a) Guarantor(s)' direct and immediate liability under this Guaranty are joint and several; (b) Guarantor(s) must render any payment or performance required under the Area Development Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) Guarantor(s)' liability will not be contingent or conditioned upon Our pursuit of any remedies against the Business Entity or any other person; (d) Guarantor(s)' liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which We may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance of the compromise or release of any claims (including the release of other guarantors) and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Area Development Agreement and, where required by the Area Development Agreement, after its termination or expiration.

4. Enforcement Costs. If We must enforce this Guaranty in any judicial or arbitration proceeding or any appeals, Guarantor(s) must reimburse Us for Our enforcement costs. Enforcement costs include reasonable fees from accountants, attorneys, attorney's assistants,



arbitrators, and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred before, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. Disputes. Guarantor(s) and its spouse acknowledge and represent that Guarantor(s) and its spouse have had an opportunity to review the Area Development Agreement and agree that the provisions of the dispute resolution section of the Area Development Agreement have been reviewed by Guarantor(s) and its spouse and by reference are incorporated herein and will govern this Guaranty and any disputes between Guarantor(s) and/or its spouse and Us. Each Guarantor(s) and its spouse irrevocably submits to the exclusive jurisdiction and venue of said arbitration and listed courts. Nevertheless, Guarantor(s) agree that We may also enforce this Guaranty and awards in the courts of the state or states in which a Guarantor(s) or a spouse is domiciled. Each Guarantor will be held personally, jointly, and severally liable. Any settlement made between Us and the Franchisee or any determination made pursuant to this Agreement will be binding upon the Guarantor(s).

6. Spouse's Signature. By signing below, the undersigned spouse acknowledges and consents to Guarantor(s) execution and performance under this Guaranty and the undersigned spouse also consents to his or her personal and marital assets securing the Business Entity's performance under the Area Development Agreement and Guarantor(s)' performance under this Guaranty.

7. Counterparts. This Guaranty may be signed in counterparts Including by electronic signatures and other electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

IN WITNESS WHEREOF, the Guarantor(s) and its spouse have respectively signed this Guaranty effective as of the day and year first written above.

Guarantor(s)'s Signature	Spouse Signature	Contact Information for Notice
By: _____	By: _____	_____
Name: _____	Name: _____	_____
By: _____	By: _____	_____
Name: _____	Name: _____	_____
By: _____	By: _____	_____
Name: _____	Name: _____	_____
By: _____	By: _____	_____
Name: _____	Name: _____	_____



EXHIBIT "E"
TO THE AREA DEVELOPMENT AGREEMENT

BRAND PROTECTION AGREEMENT FOR PRINCIPALS

This BRAND PROTECTION AGREEMENT FOR PRINCIPALS (the "Agreement") is entered into and made effective as of _____, by DIRTY DOUGH FRANCHISING LLC ("Franchisor" or the "Company") and the undersigned ("Principals").

WHEREAS, Principals or his or her or their company entered into an agreement with Franchisor so as to be able to obtain the rights to develop Dirty Dough® Cookies Business using the System developed by Franchisor, Including certain confidential and proprietary information of Franchisor ("Franchise Business"); and

WHEREAS, Principals may have access to such proprietary information; and

WHEREAS, Principals recognize the value of the System and the importance of keeping all confidential information confidential, and the intangible property rights licensed under the Area Development Agreement and Franchise Agreement, and the importance of maintaining the Confidential Information, and recognizes that the Franchisor's entering into the Area Development Agreement is conditioned upon Principal entering into this Agreement; and

WHEREAS, all capitalized terms used, but not defined, herein will have the respective meanings assigned to them pursuant to the Area Development Agreement, and all references herein to "Article," "Sections," and "Paragraphs" refers to articles, paragraphs, and sections of the Area Development Agreement and at times, the Franchise Agreement.

NOW THEREFORE, in consideration of Franchisor entering into the Area Development Agreement with Principal or his or her or their company, the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment. Principals individually acknowledge that he or she has obtained or may obtain knowledge of confidential matters related to the System and made available to Principals that are necessary and essential to the operation of Franchise Businesses, without which information the Franchise Businesses could not efficiently, effectively, and profitably operate. Principals further acknowledge that such Confidential Information was not known to him or her prior to the association with Franchisor.

2. Non-Disclosure and Non-Use. Except as may be required or allowed under the Area Development Agreement, Principals and any of a Principal's Immediate Family, shall not during the term of the Area Development Agreement or any time thereafter, in perpetuity, directly or indirectly, use, or disclose to any third-party, or authorize any third-party to use, any information relating to the Franchise Businesses or interest of Franchisor, Confidential Information, the System, or other information or materials that he or she knows, or reasonably should know, is regarded as confidential to Franchisor. Principals shall also adopt and implement all reasonable procedures prescribed by Franchisor, from time to time, to prevent unauthorized use and/or disclosure of the Confidential Information, including restrictions on disclosure to employees and other third parties. The parties intend that the information disclosed by Franchisor prior to the actual execution of this Agreement will constitute Confidential Information and will be subject to all the terms and conditions of this Agreement (Including the covenants protecting against



disclosures) as if such information had been disclosed following the execution of this Agreement.

2.1 Duty to Notify. Principals agree to notify Franchisor of any reasonably suspected attempts to violate the terms or purposes of this Agreement and further agree to require all employees to report to it any reasonably suspected attempts to violate this Agreement. In the event it is discovered that Principals knew or had reason to know of any suspected attempts to violate this Agreement, Principals agree to indemnify Franchisor for all costs and fees associated with enforcement, and to reimburse Franchisor for those losses sustained due to such violation.

2.2 No Reverse Engineering. Principal will not, either personally, in concert with others or through other authorization, reverse engineer, decompile or deconstruct or attempt to reverse engineer, decompile, or deconstruct any Recipe, and will not allow, encourage, or permit any partner, owner, director, member, manager, agent, employee or other person to do so. For purposes of Agreement, reverse engineering will include any deviations from or minimal changes to the Recipes such that the final result is identical or substantially similar to the result that would reasonably be expected to result from the Recipes.

2.3 Limited Use. Principal must limit his/her use of the Confidential Information to times, places, and circumstances as directed by Franchisor only. This limitation includes Principal's use, whether in part or in whole of the Confidential Information (and including Principal's use of the Recipes for personal consumption).

3. Non-Competition. The following covenants will be enforced during and after the term of the Area Development Agreement.

3.1 In-Term Covenant. During the term of the Area Development Agreement and for any extensions thereof, except as permitted under the Area Development Agreement and applicable Franchise Agreements, Principals and each Principal's Immediate Family, shall not directly or indirectly be a Participant, or assist, or serve in any capacity whatsoever or have an interest in a Competing Business in any capacity or location, except with Franchisor's prior written consent. Principals understand and acknowledge that to violate this Section will create irreparable harm.

3.2 Post-Term Covenant. Upon Termination for any reason of the Area Development Agreement, and any extensions thereof, or upon any Transfer or repurchase of a Principal's rights under the Area Development Agreement or the development entity, or a Principal's dissociation from the Business, and for a continuous, uninterrupted period of three years thereafter, Principals, and Principals' Immediate Family members, shall not directly or indirectly, be a Participant, or assist, or serve in any capacity whatsoever or have an interest in a Competing Business within Your Development Area or within 50 miles of the Development Area or within 25 miles of the territory of any System franchise or Dirty Dough® Cookies business operation at the time of Termination of the Area Development Agreement. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision. Principal agrees that the geographical restraint is not unreasonable.

3.3 Non-Solicitation of Customers. Subject to applicable state law, Principals and Principals' Immediate Family shall not, during the term of the Area Development Agreement and any extensions or Successor Franchise and for two years thereafter, directly, or indirectly, contact any former or then-current customer of the Franchise Business or Franchisor or an affiliate of Franchisor for the purpose of soliciting such customer to a Competing Business. All



Customer Data belongs to Franchisor.

4. Survival of Covenants; Tolling of Covenants. The foregoing covenants survive the Termination of this Agreement and apply regardless of whether this Agreement was Terminated by lapse of time, by default of either party, or for any other reason. In addition to other remedies available to Franchisor, in the event a Principal violates a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled for the period of that Principal's violation. This Section does not preclude and is not inconsistent with a court granting Franchisor specific performance or any other equitable remedies, such as an injunction, to prevent future breaches.

5. Return of Materials. Unless Principal remains a part of a company with an active Franchise Agreement, upon the Termination of the Area Development Agreement, or a Principal's disassociation from the franchise entity, each Principals agree to deliver to Franchisor (and will not keep a copy in his or her possession or deliver to anyone else) the Dirty Dough® Cookies Manuals and any and all Confidential Information.

6. Irreparable Harm. Principals hereby acknowledge and agree that any breach by him or her of any portion of Sections 1 through 5 above, inclusive, will cause damage to Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisor may be entitled, Franchisor will be entitled to temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by any Principal of any of the terms of Section 1 through 5 above, inclusive, without proof of actual damages that have been or may be caused to Franchisor by such breach. Additionally, Principals agree that the existence of any claims a Principal may have against Franchisor, whether arising from this Agreement or the Area Development Agreement, will not constitute a defense to Franchisor's ability to enforce the covenants set forth in this Agreement.

7. Reasonableness and Enforceability. Principals agree that the terms of this Agreement are fair and reasonable considering the circumstances and were in part, based on the perceived or potential value of the System and the business relationship that Principals and/or his or her or their company have and will have with Franchisor. If any portion of this Agreement will be held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative. Whenever the context so requires, the masculine will include the feminine and neuter and the singular will include the plural and conversely. Principals understand that a separate action may be brought or prosecuted against a Principal whether the action is brought or prosecuted against any other Principal or against the franchisee, or any or all of them, or whether any other Principal or the franchisee is or are joined in the action.

8. Governing Law and Jurisdiction. The validity, enforcement, construction, rights and liabilities of the parties and provisions of this Agreement will be governed by and interpreted in accordance with the laws of the state of Utah without giving effect to its conflicts of law provisions. If for any reason court action is filed, Principals individually consent to the jurisdiction of the courts of record in the state of Utah, and unless the enforcement of this Agreement is brought in connection with a dispute under the Area Development Agreement (in which case this matter may be handled through arbitration as set forth in the Area Development Agreement), each Principal agrees that proper jurisdiction and venue for all dispute resolution will be exclusively in the state and federal courts of Salt Lake City, Utah.



9. Attorney's Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

10. Binding Agreement. This Agreement will bind the successors and assigns of a Principal and his or her heirs, personal representative, successors, and assigns. No rights under this Agreement are assignable by any Principal, and any purported assignment will be null and void and of no force or effect.

11. Survival of Covenants. All covenants made in this Agreement by Principals will survive the Termination of this Agreement or the Area Development Agreement or Principal's disassociation with the Franchise Business or the System in any way.

12. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by the parties.

13. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

PRINCIPALS INDIVIDUALLY ACKNOWLEDGE THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first herein above written.

FRANCHISOR:

DIRTY DOUGH FRANCHISING LLC

By: _____
(Signature)

Name: _____

Title: _____

PRINCIPAL:

By: _____
(Signature)

Name: _____

Title: _____



**STATE SPECIFIC ADDENDA
TO THE AREA DEVELOPMENT AGREEMENT**



STATE REGULATIONS FOR THE STATE OF CALIFORNIA

1. The California Franchise Relations Act, Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the area development agreement contains a provision that is inconsistent with California law, California law controls.
2. The area development 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.)
3. The area development agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be fully enforceable under California law.
4. The area development agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
5. The area development agreement requires binding arbitration. The arbitration will occur at Salt Lake City, Utah with the costs being borne by you for travel to, and lodging in, Salt Lake City, Utah and other costs associated with arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and Federal laws (this or these as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 128a, and the Federal Arbitration Act) to any provisions of an area development agreement restricting venue to a forum outside the state of California.
6. The area development agreement requires application of the laws of Utah, but the California franchise laws may prevail in some instances. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California laws.
7. You must sign a general release if you transfer, renew or terminate your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).
8. The area development agreement provides for waiver of a jury trial. This may not be enforceable in California.
9. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.
10. Late Fees is amended to include the following: "The highest interest rate allowed in California is 10% annually."



**ADDENDUM TO THE AREA DEVELOPER AGREEMENT
FOR THE STATE OF ILLINOIS**

Illinois Law governs the area development agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, an area development agreement may provide for arbitration to take place outside of Illinois.

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

In conformance with Section 41 of the Illinois Franchise Disclosure Act, 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.

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

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

IN WITNESS WHEREOF, the Franchisor and Area Developer have respectively signed and sealed this Area Developer Agreement as of _____.



**ADDENDUM TO THE AREA DEVELOPER AGREEMENT
FOR THE STATE OF MARYLAND**

This Addendum Agreement is made contemporaneously with the Area Developer Agreement dated _____, by and between Dirty Dough Franchising LLC, a Utah limited liability company, hereinafter referred to as "Franchisor" and _____, LLC/Inc., and _____ and _____ hereinafter referred to as "Area Developer."

1. An area developer may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
2. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
3. The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
4. All representations requiring prospective area developers to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
5. All development fees and initial payments by area developers shall be deferred until the first franchise under the Area Development Agreement opens.

Except as expressly amended or modified herein, all terms, provisions and conditions of the original Area Developer Agreement shall remain in full force and effect. In the event of a conflict or inconsistency between the provisions of this Addendum and any provisions of the original Area Developer Agreement, the provisions hereof shall in all respects govern and control.

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto acknowledge that they have read, understand and agree to all of the terms and provisions of this Agreement and have caused this Agreement to be effective as of _____, with the full authority of the Company principal they represent.

FRANCHISOR:
DIRTY DOUGH FRANCHISING LLC

By: _____
Its, _____

AREA DEVELOPER:

By: _____
Its, _____

INDIVIDUALS:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

**ADDENDUM TO THE AREA DEVELOPER AGREEMENT
FOR THE STATE OF MINNESOTA**

The disclosure document, franchise agreement, area developer agreement and other related agreements are amended to conform to the following:

1. Governing law, choice of forum, and jurisdiction and venue provisions of the disclosure document, franchise agreement and area developer agreement are amended to include the following:

Minnesota statute ' 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or 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 or the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. ' 80C.14, subdivisions 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.
3. As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), franchisor will reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee's right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
4. Minnesota Rule Part 2860.4400J prohibits requiring a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or consenting to liquidated damages, termination penalties or judgment notes.
5. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.
6. Any limitation of claims must comply with Minn. Stat. 80C.17, subdivision 5.
7. Any fee regarding insufficient funds for a dishonored check must comply with Minn. Stat. § 604.113, subdiv. 2(a).

Franchisee (Signature)



**ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF NORTH DAKOTA**

This Addendum to the Area Development Agreement is agreed to _____,
between Dirty Dough Franchising LLC and _____ to amend and revise
said Area Development Agreement as follows:

1. The North Dakota Securities Commission requires that certain provisions contained in the Area Development Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 et seq. Such provisions in the Agreement are hereby amended as follows:

- Covenants not to compete such as those mentioned in Section 11 of the Area Development Agreement are generally considered unenforceable in the State of North Dakota.
- The venue for mediation and arbitration set forth in Sections 15.2.2 and 15.2.3 are amended to provide the site of arbitration or mediation be agreeable to all parties and may not be remote from the franchisee's place of business.
- Section 16.2 is amended to read as follows: "Except to those rights under this Agreement based in North Dakota Franchise Investment Law § 51-19-12 N.D.C.C., the rights of the parties and provisions of this Agreement shall be interpreted and governed in accordance with the laws of the State of Utah."

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum to the Area Development Agreement and understands and consents to be bound by all of its terms.

Dirty Dough Franchising LLC

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____



**ADDENDUM TO THE AREA DEVELOPER AGREEMENT
FOR THE STATE OF VIRGINIA**

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any 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.



**ADDENDUM TO THE AREA DEVELOPER AGREEMENT
FOR THE STATE OF WISCONSIN**

The following shall apply to Area Developer Agreements in the State of Wisconsin:

- a. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the "Act"), shall apply to and govern the provisions of Area Developer Agreements issued in the State of Wisconsin.

- b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section 9 of the Area Developer Agreement to the extent they may be inconsistent with the Act's requirements.



EXHIBIT "H"
TO THE FDD
DEPOSIT AGREEMENT



PROSPECTIVE FRANCHISE DEPOSIT AGREEMENT

This DEPOSIT AGREEMENT ("Agreement") is made and entered into as of _____, by and between **DIRTY DOUGH FRANCHISING LLC** ("Franchisor," "We," "Us" or "Our") and _____ ("You," "Your" or "Prospective Franchisee"). The parties are individually referred herein as a "Party" and collectively as "Parties."

RECITALS:

A. You have applied for and desire to acquire an option to purchase a Dirty Dough® Cookies franchise; and

B. You declare that You have fully reviewed the Dirty Dough® Cookies Franchise Disclosure Document and have had such FDD for at least 14 days and familiarized Yourself with the essential aspects of owning a Dirty Dough® Cookies franchise and desire to enter into this Agreement as a result of such independent investigation and not as a result of any separate representations by Us, or Our agents officers or employees, and You further expressly acknowledge that no separate representations, promises or warranties of any kind, express or implied, have been made by Us, Our agents, officers or employees, to induce You to execute this Agreement.

NOW THEREFORE, in consideration of the mutual and reciprocal covenants, promises, recitals, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby agree as follows:

1. **Grant of Option.** We hereby grant to You an option ("Option") to acquire a Dirty Dough® Cookies franchise under the terms and conditions of the franchise agreement and in accordance with this Agreement within the area set forth on Exhibit "A" attached hereto and by reference made a part hereof ("Area"). The actual location of Your Dirty Dough® Cookies franchise must be approved by Us as set forth in the franchise agreement. The final boundaries of Your franchise territory will be determined upon exercise of Your Option and set forth in Your franchise agreement. The Option granted herein will expire at 5:00 P.M., Mountain Time, 14 days from the date hereof unless extended by mutual written consent of the Parties ("Option Period").

2. **Deposit.** Upon execution of this Agreement, You will pay to Us a non-refundable deposit of \$2,500. If You exercise Your Option, this sum will be credited against the initial franchise fee set forth in the franchise agreement. In consideration of the deposit fee, We will not sell another Dirty Dough® Cookies franchise in the Area during the Option Period. The value of the deposit is to compensate us for an opportunity lost in the event you do not purchase a franchise in the Area.

3. **Exercise.** This Option is exercisable by You as follows: 1) Your written notice to Us of Your exercise of the Option; 2) Your execution of the franchise agreement; and 3) payment by You of the full initial franchise fee, all within the Option Period. **Time is of the essence for this Agreement.**

4. **Arbitration of Disputes.** In the event any controversy or dispute arises between the Parties hereto in connection with, arising from or with respect to this Agreement or any provision hereof, such dispute or controversy will, on the request of any Party hereto be submitted for arbitration to the American Arbitration Association in accordance with its



commercial arbitration rules. All arbitration hearings will be conducted exclusively in Salt Lake City, Utah and the laws of the State of Utah will govern without giving effect to its conflicts of law provisions. The arbitrator will have the power and jurisdiction to decide such controversy or dispute solely in accordance with the express provisions of this Agreement. The prevailing Party in any arbitration suit or action to enforce this Agreement, will be entitled to recover the administrative costs of the arbitration proceeding and the fee for the arbitrator. The Parties agree that any claim hereunder will result in an award not more than 120 days from the date of the statement of claim filed with the American Arbitration Association. The award and findings of the arbitrators will be conclusive and binding upon all Parties hereto and the judgment upon the award may be entered in any court of competent jurisdiction.

5. **Notices.** All notices permitted or required under this Agreement must be in writing and must be delivered as follows with notice deemed given as indicated (i) by personal delivery when delivered personally, (ii) by overnight courier upon written verification of receipt, (iii) by telecopy, email or facsimile transmission when confirmed by telecopier, email or facsimile transmission, or (iv) by certified or registered mail, return receipt requested, five days after deposit in the mail addressed as follows:

Franchisor: Dirty Dough Franchising LLC
58 South 850 East
Pleasant Grove, Utah 84062
(or Our then-current headquarters)
Email: bennett@dirtydoughcookies.com

Prospective Franchisee: _____

Email: _____

6. **Binding Effect.** This Agreement and all its terms, conditions and stipulations will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

7. **Amendment.** This Agreement may be amended, modified or changed only by a written instrument signed by duly authorized representatives of both Parties.

8. **Authority.** The persons signing below warrant that they are authorized to enter into this Agreement on behalf of their respective principals identified below and that by their signatures they bind such principals to this Agreement.

9. **Costs & Expenses.** Each Party will pay its own costs and expenses in connection with this Agreement.

10. **Entire Agreement.** This Agreement and exhibits contain the entire agreement and only understanding between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements and understandings between the Parties and affiliates of the Parties, in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise or condition in connection therewith not incorporated herein will not be binding upon either Party. The Parties hereby agree that all prior agreements between the Parties are hereby terminated with no continuing duties or obligations on the part of the other Party.



11. **Interpretation of Agreement.** Words in the masculine gender include the feminine and neuter. Use of the singular will include the appropriate plural numbers. The paragraph headings and title of this Agreement are not part of this Agreement, having been inserted for convenience of reference only, and will have no effect upon the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Franchisor and Prospective Franchisee have respectively signed this Agreement as of the day and year first above written.

FRANCHISOR:

PROSPECTIVE FRANCHISEE:

DIRTY DOUGH FRANCHISING LLC

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____



EXHIBIT "A"

Prospective Franchise Deposit Agreement

AREA

Subject to Our approval of the site as set forth in the franchise agreement, the Area for which You have reserved the right to purchase a Dirty Dough® Cookies franchise during the Option Period is:

Prospective Franchisee
Initial

Date

Franchisor Initial

Date



**EXHIBIT "I"
TO THE FDD**

RELEASE AGREEMENT (FORM)



**RELEASE AGREEMENT
(Form)**

This RELEASE AGREEMENT ("Agreement") is made and entered into as of _____ by and between **DIRTY DOUGH FRANCHISING LLC** ("Franchisor") and _____, **LLC/INC.**, _____, **AND** _____ (jointly and severally "Franchisee"). The above will collectively at times be referred to as "Parties" and individually as "Party." Capitalized terms used herein will have the meanings set forth in the Franchise Agreement, unless defined otherwise herein.

RECITALS

WHEREAS, Franchisee entered into a Dirty Dough® Cookies franchise agreement on _____ with Franchisor ("Franchise Agreement"); and

WHEREAS, the Franchise Agreement was personally guaranteed by _____ and _____ ("Personal Guarantor(s)"); and

WHEREAS, the Franchise Agreement has been terminated effective as of _____.

NOW THEREFORE, in consideration of the recitals, premises and other provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Franchisor, Franchisee and Personal Guarantor(s) hereby agree as follows:

1. Franchisee and Personal Guarantor(s) hereby, fully and irrevocably, release, acquit and forever discharge Franchisor and its successors, affiliates, directors, officers, members, managers, employees, shareholders, representatives and agents and each of them, individually and collectively, of and from any and all claims, demands, obligations, causes of action, suits or liabilities of any kind and nature, whatsoever, whether known or unknown, suspected or unsuspected, and in whatever legal theory or form which Franchisee and Personal Guarantor(s) have or claim to have, or at any time heretofore, had or claimed to have had, or which may hereafter accrue or arise, against Franchisor, its successors, affiliates, directors, officers, members, managers, shareholders, employees and agents, and each of them, by reason of, or in any way connected with the Franchise Agreement, the relationship described therein and any business transaction, agreement or occurrence, act or omission relating thereto prior to the date hereof. Franchisee and Personal Guarantor(s) further waive any and all state law provisions limiting the effect of a general release.

2. Franchisee and Personal Guarantor(s) hereby covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim against any person or entity released under Section 1 above with respect to any claim released under Section 1.

3. Franchisee and Personal Guarantor(s) represent that each of them fully understands the broad coverage of the release provisions of this Agreement, and that they execute the same with respect to all claims, causes of action and demands, as set forth above, they have or may have against the Franchisor, fully intending that the provisions hereof be given the broadest interpretation permitted by law or the English language. Franchisee and



Personal Guarantor(s) acknowledge and expressly agree that they will make no claim, and hereby waive any right they may now have, or may hereafter have, based upon any alleged oral or written alteration, amendment, or modification of this Agreement, fully waiving any right they may have to refer to extrinsic matters in the interpretation hereof, whether to establish fraud, duress, mistake, undue influence, or for any other purpose.

4. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for, an injunction against any action, suit or other proceeding which may be instituted, prosecuted or maintained in breach of this Agreement.

5. Nothing in this Agreement releases Personal Guarantor(s) or Franchisee from their obligations under the non-competition clauses of the Franchise Agreement or their Non-Competition Agreements signed with Franchisor.

6. Miscellaneous.

6.1 Cooperation. Franchisee and Personal Guarantor(s) will make, execute and deliver to Franchisor, promptly upon request and without additional consideration, any document or instrument necessary to carry out and effectuate the purposes of this Agreement.

6.2 Choice of Law and Jurisdiction. This Agreement will be construed in accordance with and all disputes hereunder will be governed by the laws of the State of Utah without giving effect to its conflicts of law provisions. Franchisee, Personal Guarantor(s), and Franchisor hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of the State of Utah even though it may be otherwise possible to obtain jurisdiction elsewhere, and we both agree that Salt Lake City, Utah will be the exclusive venue for any litigation between us. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Utah.

6.3 Arbitration. In the event any controversy or dispute arises between the Parties hereto in connection with, arising from or with respect to the provisions hereof, the relationship of the Parties hereto, or the validity of this Agreement or any provision hereof, such dispute or controversy will, on the request of any Party hereto be submitted for arbitration to the American Arbitration Association in accordance with its commercial arbitration rules. All arbitration hearings will be conducted exclusively in Salt Lake City, Utah, and the laws of the State of Utah will govern, without giving effect to its conflicts of law provisions. The arbitrator will have the power and jurisdiction to decide such controversy or dispute solely in accordance with the express provisions of this Agreement. The prevailing Party in any arbitration suit or action to enforce this Agreement, will be entitled to recover the administrative costs of the arbitration proceeding and the fee for the arbitrator. The Parties agree that any claim hereunder will result in an award not more than 120 days from the date of the statement of claim filed with the American Arbitration Association, unless otherwise waived by the Parties. The award and findings of the arbitrators will be conclusive and binding upon all Parties hereto and the judgment upon the award may be entered in any Court of competent jurisdiction.

6.4 Attorneys' Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in



such action or proceeding.

6.5 Amendment. This Agreement may be amended, modified or changed only by a written instrument signed by duly authorized representatives of both Parties.

6.6 Company Authority. The persons signing below warrant that they are authorized to enter into this Agreement on behalf of their respective principals identified below and that by their signatures they bind such principals to this Agreement.

6.7 Binding Agreement. This Agreement and all its terms, conditions and stipulations will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

6.8 Confidentiality. Franchisee and Personal Guarantor(s) agree to maintain this Agreement, the terms hereof, and any and all information obtained or provided by either Party in order to initiate a contractual relationship, in the strictest of confidence.

6.9 Counterparts. This Agreement, and those contemplated herein, may be executed in counterparts, including by means of telefaxed, emailed pdf or other electronically delivered signature page, each of which will be deemed an original, but all of which together will constitute one and the same document.

6.10 Entire Agreement. This Agreement contains the entire agreement and only understanding between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements and understandings between the Parties and affiliates of the Parties, in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise or condition in connection therewith not incorporated herein will not be binding upon either Party. The Parties hereby agree that all prior agreements with between the Parties regarding the subject matter hereof are hereby terminated with no continuing duties or obligations on the part of the other Party.

6.11 Paragraph Headings. The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, construe or describe the scope, interpretations or extent of such paragraph or in any way affect such paragraph or this Agreement. Words in the masculine gender include the feminine and neuter. Use of the singular will include the appropriate plural numbers.

6.12 Enforceability. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, not be effective to the extent of such prohibition, but such prohibition will not invalidate the remaining provisions hereof or affect the validity or enforceability of such provisions in any other jurisdiction.

7. This Agreement will be effective when all the parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it as provided in the signature block below.

8. The Franchisee and Personal Guarantor(s) acknowledge that they have carefully read the foregoing Agreement and know and understand the contents of this Agreement, have been represented by counsel, or had the opportunity to be represented by counsel, and sign this Agreement as their own free act, fully intending to be legally bound thereby.



IN WITNESS WHEREOF, and by their signatures below, the Parties hereto acknowledge that they have read, understand and agree to all of the terms and provisions of this Agreement and have caused this Agreement to be executed as of the date provided below written with the full authority of the company principal they represent.

FRANCHISOR:

FRANCHISEE:

DIRTY DOUGH FRANCHISING LLC

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PERSONAL GUARANTOR(S):

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____



ADDENDUM TO THE RELEASE AGREEMENT (FORM)
FOR THE STATE OF WASHINGTON

Paragraph 6.12 of the Release Agreement (FORM) does not apply to claims arising under franchises in Washington under the Franchise Investment Protection Act, chapter 19.100 RCW, or the rules adopted thereunder in accordance with RCW 19.100.200(2).

For franchisees located in Washington only: this Agreement does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and any rule or order adopted thereunder.



EXHIBIT "J"
TO THE FDD
SIGNING CHECKLIST





Franchise Documents Signing Checklist

The following items need to be filled out, signed, or dated by the party indicated

1. When you receive the FDD.

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
FDD Receipt pages	(last 2 pages of the entire FDD packet)	There are two receipt pages at the very end of the FDD. You must sign and date <u>both</u> copies. You will keep the copy labeled "Franchisee Copy" and return the other copy ("Franchisor Copy") to the franchisor ("DDF").	_____

2. Before you sign the Franchise Agreement or other documents, but after the 14-day FDD review period.

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
Prospective Franchisee Deposit Agreement (if applicable)	Exhibit H	If DDF allows you to reserve a territory before signing the Franchise Agreement, you need to sign this agreement. 1. On the first page, you will fill out the date and your name or your company's name if you will have a company be the franchisee. 2. Fill in your or your company's contact information on page 2. 3. Sign and date page 4. 4. You and the franchisor will fill out page 5.	Only applies if you are allowed to reserve a territory before signing the Franchise Agreement.

3. When you sign the Franchise Agreement and other documents.

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
Franchise Agreement	(page 1)	Fill in the franchisee name	_____
Franchise Agreement	(page 3)	In first paragraph fill in date and franchisee name.	_____
Franchise Agreement	(page 45)	Notice Section: Fill in the franchisee name, address, and email	_____



Franchise Agreement	(page 53)	<ul style="list-style-type: none"> • <i>If the franchisee is an entity</i>, (1) fill in the entity name on the line before LLC/INC., and have the president, manager, etc. sign on behalf of the entity. • <i>If there is no entity</i>, the franchisee will sign on the lower lines and print his or her name on the line before “personally.” 	_____
Territory	Exhibit A-1 (page 54)	If the premises is not already known, this will be filled out and initialed later.	_____
Company Reps. and Warranties	Exhibit A-2 (page 55-56)	The franchisee must fill in the appropriate fields, date, and sign.	_____
Brand Protection Agreement for Principals	Exhibit A-4 (page 60-65)	Each owner and principal manager of the franchisee must fill out and sign this agreement.	_____
Employee Brand Protection Agreement	Exhibit A-5 (page 66-69)	To be filled out and signed by each one of franchisee’s employees.	_____
Landlord’s Consent to Assignment	Exhibit A-6 (page 70)	Landlord fills in the blanks, dates, and signs.	_____
Lease Rider	Schedule A-6.1 (page 71-72)	Landlord and franchisee (tenant) must sign the lease rider.	_____
ACH Agreement	Exhibit A-7 (page 73)	This must be filled out with all the appropriate bank information and signed.	_____
Guaranty of Assumption of Obligations	Exhibit A-8 (page 74-75)	Franchisee must fill in the date, the name of its entity and the date of the franchise agreement on the first page. The owners of the franchisee (must sign and fill out the signature page.	_____
Digital and Social Media Authorization for Assignment	Exhibit A-9 (page 76-77)	Franchisee and franchisor must sign this.	_____
Mobile Unit Addendum	Exhibit A-10 (page 78-82)	<p><i>If you purchase a mobile unit and not a standard unit, you must sign this addendum.</i></p> <p>Franchisee must fill in the date, the name of its entity, and the date of the franchise agreement.</p> <p>Franchisor and franchisee must sign</p>	_____
State Addenda	Exhibit A-11	Depending on your state, you may be required to fill out and sign a state specific addendum.	_____



4. Exhibits to the FDD.

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
Form Release Agreement	Exhibit – I	This does not get signed at the time of signing the franchise agreement. This agreement or a form thereof will only be signed upon the termination, non-renewal or transfer of the franchise.	_____

5. If you sign the Area Development Agreement (Exhibit H to the FDD):

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
Area Development Agreement	(page 1)	Fill in the date and developer's name.	_____
Area Development Agreement	(page 7)	Notice Section: Fill in the developer's name, address, and email	
Area Development Agreement	(page 8)	Both the franchisor and the developer must sign	_____
Area Description and Map	Exhibit –A (page 9)	Fill in the description of the Area The developer and franchisor initial and date this page.	_____
Development Schedule	Exhibit –B (page 11-12)	Fill in the Development Schedule and Development Fees table	_____
Company Reps. and Warranties	Exhibit -C (page 13-14)	The developer must fill in the appropriate fields, date, and sign.	_____
Guaranty of Assumption of Obligations	Exhibit -D (page 15-16)	Developer must fill in the date, the name of its entity and the date of the development agreement on the first page. The owners of the franchisee and their spouse or domestic partner must each sign and fill out the signature page.	_____
Brand Protection Agreement for Principals	Exhibit -E (page 17-20)	Each owner and principal manager of the developer must fill out and sign and date a separate form.	_____



6. Items to complete after you sign the franchise agreement.

DOCUMENT	INSTRUCTIONS	CHECK WHEN COMPLETE D
Proof of insurance	The franchisee must get and maintain insurance and provide proof of insurance that lists the franchisor as an additional insured. The franchisee must provide this annually .	_____
Franchisee's d.b.a.	In the state where your franchise is located, you need to file for a dba or "doing business as" under the name "Dirty Dough Cookies _____." The blank line will be the city or neighborhood where your franchise is located or as assigned by the franchisor. For example, if your franchise is located in Irvine, California, your filed dba could be "Dirty Dough Cookies – Irvine." The franchisor must approve your dba before you file it. You must send a copy of the dba filing to the franchisor after it is filed. Please note that a dba is different from your company name if you have a company that is the franchisee. Please note that also you <u>cannot</u> use the name "Dirty Dough" or "Dirty Dough Cookies" as part of your company name.	_____
Franchisee's certificate of occupancy	Franchisee must provide a certificate of occupancy before you schedule on-site opening assistance/training	_____
Franchisee's entity documents	Articles of incorporation/organization along with bylaws or operating agreement sent to franchisor.	_____
Copy of lease agreement	The franchisee must provide a copy of the lease agreement to the franchisor.	_____



State Effective Dates

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

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

<u>State</u>	<u>Effective Date</u>
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	May 24, 2023
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

RECEIPT
(Franchisee's Copy)

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

If Dirty Dough Franchising 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 Dirty Dough Franchising 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 state administrator listed in Exhibit "F." Dirty Dough Franchising LLC authorizes the respective state agencies identified on Exhibit "E" to receive service of process for it in the particular state.

The issuance date of this disclosure document is April 17, 2023.

Dirty Dough Franchising LLC is located at 632 N. 2000 W. Unit 110, Lindon, Utah 84042. Its telephone number is (801) 420-0215.

The names, business addresses, and phone numbers of each franchise seller offering this franchise is as follows:

Name	Address	Phone Number
Bennett Maxwell	632 N. 2000 W. Unit 110, Lindon, Utah 84042	(801) 420-0215
Jill Summerhays	632 N. 2000 W. Unit 110, Lindon, Utah 84042	(801) 856-2101
Challis Hobbs	632 N. 2000 W. Unit 110, Lindon, Utah 84042	(208) 851-1855
Justin Anderson	632 N. 2000 W. Unit 110, Lindon, Utah 84042	(660) 605-2972
Mark Broberg	632 N. 2000 W. Unit 110, Lindon, Utah 84042	(801) 372-4434

If your franchise seller's name and contact information is not listed above, please list the name, address, and phone number of the franchise seller below:

I received a disclosure document dated April 17, 2023, that included the following Exhibits:

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Franchise Agreement and Its Exhibits B. Table of Contents for the Operations Manual C. Financial Statements D. Schedule of Franchisees E. List of Agents for Service of Process | <ul style="list-style-type: none"> F. List of State Agencies Responsible for Franchise Disclosure and Registration Laws G. Area Development Agreement H. Deposit Agreement I. Release Agreement J. Signing Checklist |
|--|---|

Date: _____ (Do not leave blank)	By: _____ (Signature)
Title: _____	Name: _____ (Print name)

Please keep this copy for your records.

RECEIPT
(Franchisor's Copy)

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

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|--|---|

Date: _____ (Do not leave blank)	By: _____ (Signature)
Title: _____	Name: _____ (Print name)

If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated receipt by mailing it to Dirty Dough Franchising LLC at 632 N. 2000 W. Unit 110, Lindon, Utah 84042, or by emailing a copy of the signed and dated receipt to franchise@dirtydoughcookies.com.