

## FRANCHISE DISCLOSURE DOCUMENT



Smash Franchise Partners, LLC  
an Indiana limited liability company  
535 W. Carmel Drive  
Carmel, Indiana 46032  
(812) 805-0422  
franchise@smashmytrash.com  
www.smashmytrash.com

As a franchisee, you will own and operate a Smash My Trash® business featuring waste compaction services. The total investment necessary to begin operation of a Smash My Trash® business is \$372,050 to \$492,200. This includes \$84,200 to \$89,700 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats contact Tina Parrett, our Paralegal, at 535 W. Carmel Drive, Carmel, Indiana 46032, (844) 762-7400.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. 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](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date: April 16, 2025, as amended November 21, 2025

## How to Use This Franchise Disclosure Document

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

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

## **What You Need To Know About Franchising *Generally***

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

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

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

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

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

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

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

## **Some States Require Registration**

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

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

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration or litigation only in Indiana. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Indiana than in your own state.
2. **Financial Condition.** The franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
3. **Mandatory Minimum Payments.** You must make minimum royalty payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
5. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
6. **Turnover Rate.** During the last 3 years, 221 outlets (territories) were terminated, transferred, re-acquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

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.

**THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED  
BY THE MICHIGAN FRANCHISE INVESTMENT LAW**

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection 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 subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

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

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

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

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

(i) 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 ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan Consumer Protection Division  
Attn: Franchise  
670 G. Mennen Williams Building  
525 West Ottawa, Lansing, Michigan 48909  
(517) 335-7567

Despite subparagraph (f) above, we intend to enforce fully the provisions of the arbitration section contained in our Franchise Agreement. We believe that subparagraph (f) is unconstitutional and cannot preclude us from enforcing our arbitration section. You acknowledge that we will seek to enforce that section as written, and you will agree in the Franchise Agreement to abide by its terms.

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## Exhibits

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## Item 1

### THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

#### Us and Our Related Companies

To simplify the language in this disclosure document, “**we**” or “**us**” means Smash Franchise Partners, LLC, the franchisor. “**You**” means the person or entity that acquires the franchise. If you are a corporation, limited liability company or other entity, your owners must sign either the Guaranty or Key Personnel Agreement attached to the “**Franchise Agreement**” (Exhibit B), which means that all or some of the provisions of the Franchise Agreement also will apply to your owners.

We are a limited liability company organized in Indiana on May 22, 2018. We do business under the name Smash My Trash®. We first started offering franchises in August 2018. We have never operated Smash My Trash Businesses or offered franchises in any other line of business but certain of our affiliates have operated Smash My Trash Businesses since 2016. We have no other business activities except those described here. Our principal business address is at 535 W. Carmel Drive, Carmel, Indiana 46032. Our agent for service of process in Indiana is Church Church Hittle & Antrim, and the agent’s principal business address is Two North Ninth Street, Noblesville, IN 46060. If we have an agent for service of process in your state, we disclose that agent in Exhibit A.

We have no predecessors. Our parent company is SMT Holdings, LLC (“**SMT Holdings**”). SMT Holdings has never offered franchises in any line of business, operated a Smash My Trash Business, nor provided any products or services to our franchisees. SMT Holdings shares our principal business address.

Our affiliate, Heavyweight Waste Franchise Partners, LLC (“**HWFP**”), offers franchises for “Heavyweight Waste” businesses that offer commercial, industrial and construction waste removal services. HWFP has offered franchises since May 2021. As of December 31, 2024, there were approximately 14 franchised Heavyweight Waste® businesses in the United States. HWFP and its franchisees are approved suppliers of waste removal services for your Business’s customers. HWFP has never operated a Smash My Trash Business, offered franchises in any other line of business nor provided any other products or services to our franchisees. HWFP shares our principal business address.

Our affiliate, Smash Franchise Partners Canada ULC (“**SFP Canada**”), offered franchises for Smash My Trash Businesses in Canada from November 2020 to December 2024. As of December 31, 2024, there were no Smash My Trash Businesses operating in Canada. SFP Canada has never operated a Smash My Trash Business, offered franchises in any other line of business, nor provided any products or services to our franchisees. SFP Canada shares our principal business address. Other than HWFP and SFP Canada, none of our other affiliates have ever offered franchises in any line of business.

Our affiliate, Heavyweight Waste Ventures, LLC (“**Heavyweight Waste Ventures**”), is an approved supplier of waste removal services for your Business’s customers. Heavyweight Waste Ventures shares our principal business address. Heavyweight Waste Ventures has never

operated a Smash My Trash Business, offered franchises in any line of business, nor provided any other products or services to our franchisees.

Our affiliate, Custom Hydraulics, LLC (“**Custom Hydraulics**”), is an approved supplier of truck parts for our franchisees. Custom Hydraulics shares our principal business address. Custom Hydraulics has never operated a Smash My Trash Business, offered franchises in any line of business, nor provided any other products or services to our franchisees.

Our affiliate, Innovative Waste Technologies, LLC (“**Innovative Waste**”), coordinates Truck purchases and Truck assembly services with our designated third-party dealer(s) for our franchisees. Innovative Waste is the designated supplier of these coordination services. Innovative Waste is also the designated supplier of waste containers to our franchisees. Innovative Waste shares our principal business address. Innovative Waste has never operated a Smash My Trash Business, offered franchises in any line of business, nor provided any other products or services to our franchisees.

Our affiliate, Managed Waste Innovations, LLC (“**Managed Waste**”), is an approved supplier of broker services for our franchisees. Managed Waste shares our principal business address. Managed Waste has never operated a Heavyweight Waste Business.

Except as described above, we have no other parents or affiliates that are required to be disclosed in this Item.

### **Franchise Opportunity**

We grant franchises for the establishment and operation of waste compaction services businesses utilizing a proprietary machine to smash trash in open top roll off containers (a “**Truck**”) and other products and services which are primarily identified by the Marks (defined below) and use the Franchise System (defined below) (collectively, “**Smash My Trash Businesses**”). Smash My Trash Businesses operate under certain trademarks, service marks, and other commercial symbols, and we may periodically create, use and license or sublicense other trademarks, service marks and commercial symbols for use in operating Smash My Trash Businesses, such as SMASH MY TRASH, all of which we may periodically modify (collectively, the “**Marks**”). “**Franchise System**” means our business system, business formats, product preparation techniques and processes, methods, procedures, signs, designs, layouts, trade dress, standards, specifications and Marks, all of which we may improve, further develop and otherwise modify periodically.

In this disclosure document, we call your Smash My Trash Business that you will operate under the Franchise Agreement your “**Business**.” You must operate the Business from a location that satisfies our System Standards (defined below) (the “**Business Location**”). You will operate your Business in a geographical territory (the “**Territory**”), which will be set forth on Exhibit A to your Franchise Agreement.

You must operate the Business according to the operating manual and/or other manuals (collectively, the “**Operations Manual**”). The Operations Manual contains mandatory and suggested specifications, standards, operating procedures and rules that we periodically specify for establishing and/or operating a Smash My Trash Business (“**System Standards**”) and information on your other obligations under the Franchise Agreement.

## **Market and Competition**

The general market for waste compaction services is broad and in high demand. The market is relatively new and still developing. Sales are typically not seasonal. You will compete against waste compaction service companies in certain markets. The primary competition consists of waste compaction services offered by local, regional, or national commercial and industrial waste companies, some of which may be franchises.

## **Industry Regulations**

Many federal, state and local laws govern the waste and commercial trucking industries. Municipalities, counties, states, and federal agencies may require that you have applicable permits for waste dumping and/or trucking services. These permitting requirements are managed by the county, city, or state in which you operate the Business, in addition to federal agencies. Non-compliance with such requirements can have a material adverse effect on you and the Business. As of November 21, 2025, certain states, including New Jersey and others, require permits, licenses and approvals to operate mobile waste businesses. These requirements can change as additional states may adopt laws and/or regulations regarding waste businesses and those states currently doing so may add to or change their existing laws. You should research and consider these and other laws and regulations when evaluating your purchase of a franchise.

In all markets, your business will be required to have proper permitting to operate or drive the vehicle. You should review the county, state, city, and federal regulations which relate to the operation of a large vehicle and comply with all regulatory and safety requirements, including driver drug tests, travel log compliance and Department of Transportation inspection requirements. Some municipalities or counties may require the use of waste containers that may not accommodate your Truck. You may not be able to operate the Business in those municipalities or counties.

You must comply with these laws and other laws and regulations that apply to businesses generally, such as those relating to site location and building construction, like the Americans with Disabilities Act. You should research and consider these and other laws and regulations when evaluating your purchase of a franchise.

## **Item 2**

### **BUSINESS EXPERIENCE**

#### **Justin Haskin, President and Chief Executive Officer**

Mr. Haskin has served as our Chief Executive Officer since January 2025 and as our President since May 2018. He has also served as President of HWFP in Carmel, Indiana since March 2021. He has also served as the President and Managing Member of our affiliates, as follows: Rearden Taggart, LLC from September 2020 to December 2024; Custom Hydraulics since August 2019; Innovative Waste since June 2015; and Managed Waste since October 2024. He also served as President of Grace Legacy Capital in Indianapolis, Indiana from May 2014 until July 2024. Mr. Haskin is located at our headquarters in Carmel, Indiana.

### **Brian Reeve, Chief Financial Officer and Chief Operating Officer**

Mr. Reeve has served as our Chief Operating Officer since January 2025, and as our and HWFP's Chief Financial Officer since June 2021. From December 2015 to June 2021, he served as Chief Financial Officer of Hotel Capital, LLC in Indianapolis, Indiana. Mr. Reeve is located at our headquarters in Carmel, Indiana.

### **Chuck Adams, Chief Revenue Officer**

Mr. Adams has served as our and HWFP's Chief Revenue Officer since March 2024. Before that, he served as our and HWFP's VP, National Accounts from September 2021 to March 2024. From August 2020 to January 2024, he was the owner of a Smash My Trash Business in Montgomery, Alabama. Since July 2020, he has been the owner of a Smash My Trash Business in San Diego, California. From February 2015 to September 2021, he was Senior Vice President of Sales for High Level Marketing, LLC in Birmingham, Alabama.

### **Pavel Nejezchleb, VP of Operations**

Mr. Nejezchleb has served as our VP of Operations since January 2021. He has also served as VP of Operations for HWFP since March 2021. From September 2011 to December 2020, he served as Director of Accounts for Mervis Industries in Indianapolis, Indiana. Mr. Nejezchleb is located at our headquarters in Carmel, Indiana.

## **Item 3**

## **LITIGATION**

### **Pending Actions**

Dean Cheetham, Camden Cheetham, and Slate Mountain, LLC v. Smash Franchise Partners, LLC and Justin Haskin (AAA Case No. 01-23-0005-1083). On November 9, 2023, Dean Cheetham, Camden Cheetham, and Slate Mountain, LLC, our former franchisees, filed this arbitration demand against us and Justin Haskin alleging fraudulent misrepresentation related to the sale of their franchise and the population of the Cheethams' designated territories, violation of Indiana's Franchise Act related to an alleged failure to timely file an amended franchise disclosure document, violation of Indiana's Franchise Act and the Federal Trade Commission's Franchise Rule related to an alleged failure to properly disclose certain information in Item 19 of the franchise disclosure document, and intentional interference in the Cheethams' sale of their franchise to one of our franchisees. The Cheethams seek benefit of the bargain damages of \$4,808,320, consequential damages of \$1,250,000, damages of \$4,111,590 due to lost opportunity costs, tortious interference damages of \$210,000, other punitive, special, or treble damages that the tribunal deems appropriate, and legal fees. The matter is currently pending. We intend to defend against the Cheethams' claims vigorously.

Ryan A. Haskin and Little Business, LLC v. Justin R. Haskin, WIJG LLC, and SMT Holdings, LLC (Case No 29D03-2204-PL-002654). The plaintiffs in this action sold their interests in our parent company, SMT Holdings, to Justin Haskin and an entity controlled by him in 2020. The plaintiffs filed this lawsuit in Superior Court in Hamilton County, Indiana on April 14, 2022,

alleging that Justin Haskin had misrepresented to the plaintiffs the value of SMT Holdings and its subsidiaries prior to the transaction. The plaintiffs alleged claims of breach of fiduciary duty, actual fraud, constructive fraud, fraudulent inducement, violation of the Indiana Securities Act, and unjust enrichment and sought an unspecified amount of money. The court granted the defendants' motion for summary judgment with respect to all of the plaintiffs' claims on May 24, 2024. Justin Haskin sought damages in the amount of his legal fees and costs. The court subsequently entered a judgment of \$1,011,027.90 against the plaintiffs. On December 27, 2024, the plaintiffs filed a brief in support of an appeal with the Indiana Court of Appeals. The defendants filed a response on February 24, 2025 and the plaintiffs filed a reply on March 11, 2025. On October 27, 2025, the Indiana Court of Appeals affirmed the plaintiffs' appeal in part, reversed in part, and remanded for further proceedings. The Indiana Court of Appeals affirmed the trial court's grant of summary judgment in the defendants' favor on the plaintiffs' claim of a violation of the Indiana Securities Act. The Indiana Court of Appeals also held that the defendants failed to establish that they were entitled to summary judgment on certain of their counterclaims, including that the plaintiffs had breached a mutual release in filing the action. In addition, the Indiana Court of Appeals remanded the plaintiffs' claims of constructive fraud and fraudulent inducement to the trial court to determine whether the plaintiffs reasonably relied on the defendants' representations. The Indiana Court of Appeals also reversed the damages award. Justin Haskin and the other defendants intend to continue vigorously defending themselves in this action.

### **Concluded Actions**

Rebecca and Thomas Voss v. Smash Franchise Partners, LLC and Justin Haskin (Case No. 1-22-0005-2244; Civil Action No. 1:24-cv-1072). On December 15, 2022, Rebecca and Thomas Voss, our former franchisees, filed an arbitration demand against us alleging claims for fraud related to their purchase of a franchise and breach of contract related to our decision to terminate their franchise agreement. The claimants later amended their arbitration demand to name Justin Haskin as an additional respondent. The amended arbitration demand sought rescission of the franchise agreement, restitution of all franchise fees, royalties and other monies paid to us, benefit of the bargain damages in an unspecified amount, and attorneys' fees and costs. On February 6, 2023, we filed a counterclaim for breach of contract based on the claimants' abandonment of the franchised business. Our counterclaim sought damages in an unspecified amount as well as attorneys' fees and costs. On March 26, 2024, the arbitrator denied our former franchisees' claims. The arbitrator also found that the ruling in the Blanchat matter (disclosed below) had no effect on this matter. The arbitrator denied our counterclaim, and the parties bore their own costs. Rebecca and Thomas Voss filed a Motion to Vacate in Part and Confirm in Part the Arbitration Award in the United States District Court for the Southern District of Indiana (Indianapolis Division) on June 24, 2024, which the District Court subsequently denied on August 20, 2025.

Kevin Blanchat et al v. Smash Franchise Partners, LLC, Justin Haskin, and Franchise FastLane, Inc. (Case No. 2:20-CV0380); AAA Case No. 01-20-0015-7924. On October 16, 2020, the plaintiffs, our former franchisees, filed a lawsuit in the Eastern District of Washington alleging violations of the Washington Franchise Investment Protection Act and Washington Consumer Protection Act, negligent and intentional misrepresentation, unjust enrichment, and violation of the Lanham Act. The plaintiffs sought rescission of their franchise agreement and damages exceeding \$450,000. The Court compelled the matter to arbitration, in which we filed a claim

against the plaintiffs for breach of contract and the plaintiffs asserted counterclaims against us, Justin Haskin, and Franchise FastLane, Inc., our franchise broker, which included their same claims from their lawsuit and violations of Indiana's Franchise Act and Deceptive Franchise Practices Act, and fraud. Franchise FastLane, Inc. filed a crossclaim against us for indemnification, which was denied. The plaintiffs alleged, and the arbitrator found, that the defendants made misrepresentations in the context of Item 19 of the franchise disclosure document during the franchise sales process in violation of the Washington Franchise Investment Protection Act, including by (1) adjusting certain expense information in Item 19 without properly disclosing the adjustments and in a manner that inflated the profit margin of an affiliate-owned outlet; (2) selectively including certain revenue information in Item 19 in a manner that inflated the amount of revenue of an affiliate-owned outlet; (3) misrepresenting the number and types of revenue streams included in Item 19; and (4) failing to provide written substantiation for the financial information in Item 19 upon request by the plaintiffs. The arbitrator denied the plaintiffs' claims under the Indiana Acts and the Lanham Act. On May 3, 2022, the arbitrator awarded the plaintiffs \$2,875,182.51 in restitution and benefit of the bargain damages, and attorneys' fees and costs, for which the defendants were found to be jointly and severally liable.

Nathanson v. Smash Franchise Partners, LLC, et al. (AAA Case No. 01-21-0001-9142). On February 17, 2021, Craig Nathanson, our former franchisee, filed a Demand for Arbitration with the American Arbitration Association, claiming we and/or Franchise FastLane, Inc. made material intentional misrepresentations and violated the FTC Amended Franchise Rule, Indiana Deceptive Franchise Practices Act, and the Florida Deceptive and Unfair Trade Practices Act. Claimant sought damages in an amount between \$150,000 to \$300,000, plus attorneys' fees, interest, and arbitration costs. On April 16, 2021, the parties entered into a settlement agreement and mutual release whereby we agreed to refund the claimant \$80,000 and return his truck deposit of \$67,475 in exchange for a release of claims, a dismissal of the action, and an agreement by the claimant to adhere to the confidentiality and non-competition covenants under the franchise agreement. The parties bore their own costs.

In the Matter of Determining Whether There Has Been a Violation of the Franchise Investment Protection Act by Smash Franchise Partners, LLC d.b.a Smash My Trash and Justin Robert Haskin (Order No. S-23-3533-24-CO01). As a result of an investigation into our franchise related activities, the Washington Securities Administrator (the "**Administrator**") found that grounds existed to allege that, with respect to the gross revenue and net profit figures in Item 19 of a franchise disclosure document provided to certain Washington residents: (a) we and Justin Haskin misrepresented and failed to disclose to prospective franchisees that the figures did not accurately reflect all of the sources of income that were included in those figures; (b) one of our brokers made a false representation to a Washington resident regarding the revenue streams represented by the figures; and (c) we and Justin Haskin misled a Washington resident by cherry picking the time frame during which the figures were achieved rather than using our regular accounting period. In addition, the Administrator found that grounds existed to allege that we omitted a legal action filed against us from Item 3 of a franchise disclosure document provided to certain Washington residents. The Administrator concluded that we and Justin Haskin violated the antifraud provisions of the Washington Franchise Investment Protection Act in connection with the offer and sale of franchises to certain Washington residents by making untrue statements of material fact or omitting to state material facts necessary to make the statements not misleading. On July 30, 2024, we, Justin Haskin, and the Administrator entered into a consent order under which we and Justin

Haskin, without admitting or denying any finding of fact or conclusion of law, agreed to: (i) cease and desist from violating the antifraud section of the Washington Franchise Investment Protection Act; and (ii) pay the Administrator's investigation costs of \$8,350.

Other than as 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

When you sign the Franchise Agreement, you must pay us a lump sum initial franchise fee as set forth in the table below. We impose the initial franchise fee uniformly. The initial franchise fee is not refundable under any circumstances.

Each Franchise Agreement will permit you to operate a Smash My Trash Business in 1 Territory with a population of approximately 200,000 (without material variance up or down). If the population of the Territory materially exceeds 200,000, we may charge you an increased initial franchise fee, currently an additional \$0.25 per person over 200,000 of population (the “**Additional Population Fee**”).

As described in the table below, we will reduce the initial franchise fee for the second and each subsequent Franchise Agreement you sign if you sign more than 1 Franchise Agreement simultaneously.

<b>Franchise Agreement</b>	<b>Total Number of Territories</b>	<b>Total Estimated Population</b>	<b>Initial Franchise Fee</b>	<b>Cumulative Initial Franchise Fee</b>
1 <sup>st</sup>	1	200,000	\$49,500	\$49,500
2 <sup>nd</sup>	2	400,000	\$40,000	\$89,500
3 <sup>rd</sup>	3	600,000	\$35,000	\$124,500
4 <sup>th</sup>	4	800,000	\$30,000	\$154,500
5 <sup>th</sup>	5	1,000,000	\$30,000	\$184,500
6 <sup>th</sup>	6	1,200,000	\$30,000	\$214,500

<b>Franchise Agreement</b>	<b>Total Number of Territories</b>	<b>Total Estimated Population</b>	<b>Initial Franchise Fee</b>	<b>Cumulative Initial Franchise Fee</b>
7 <sup>th</sup>	7	1,400,000	\$30,000	\$244,500
8 <sup>th</sup>	8	1,600,000	\$30,000	\$274,500
9 <sup>th</sup>	9	1,800,000	\$30,000	\$304,500
10 <sup>th</sup>	10	2,000,000	\$30,000	\$334,500

### Veterans Discount

We will reduce the initial franchise fee by 10% for all honorably discharged veterans of the United States armed forces and their spouses. The discount is for the first franchise only. To qualify for the veterans' discount, the Business must be at least 51% owned by a veteran who otherwise meets our requirements to purchase a Smash My Trash Business.

### Truck Deposits

You must purchase at least 1 new Truck from our designated third-party dealer before you open your Business to the public. Within 10 days after you sign the Franchise Agreement, you must currently pay our affiliate, Innovative Waste, a \$30,000 deposit for the machine component of each Truck you order (but this amount could increase if our affiliate's costs increase). Innovative Waste will coordinate the purchase and assembly of the Truck(s) from our designated third-party dealer. You must pay the designated third-party dealer the balance of the cost of the Truck(s), including any additional deposits the third-party dealer may require. You must possess at least 1 new Truck before you open for Business. You may not purchase any used Trucks from any supplier, dealer, distributor, or any of our or our affiliate's franchisees without our prior written approval.

As noted above, you will operate 1 Smash My Business in 1 Territory under each Franchise Agreement. If you sign more than 1 Franchise Agreement at the same time to operate Smash My Trash Businesses in contiguous Territories, you will need to purchase the following number of new Trucks before opening:

<b>Number of Contiguous Territories Purchased</b>	<b>Number of Trucks Required Before Opening</b>
1	1
2	1
3	1
4	2



Number of Contiguous Territories Purchased	Number of Trucks Required Before Opening
5	2
6	2
7	3
8	3
9	3
10 or more	4

### Technology

You must purchase from us or our affiliate required or recommended proprietary software or technology before opening the Business. We estimate that you will pay between \$500 to \$3,500 before you open for the proprietary software or technology, depending on your number of users. We also estimate that you will pay us 6 months of technology fee payments before opening, which will be approximately \$700 per month, assuming you have 1 owner, 1 salesperson, and 1 driver, and you make arrangements to purchase 1 Truck (approximately \$4,200 in total). The monthly technology fee payment amounts will increase for each additional user you have and each additional Truck you acquire. However, if you and/or your affiliate(s) operate: (a) more than 1 Smash My Trash Business and/or (b) 1 or more Heavyweight Waste® businesses, we may only require you to pay the technology fee under 1 of your franchise agreements between you (and/or your affiliates) and us (and/or our affiliates). If you (or your affiliate) are already paying a technology fee to us (or our affiliate) under another franchise agreement, you may not be required to pay any pre-opening technology fee payments.

### Initial Training Program

Before you open the Business, we will provide an initial brand standard training program for your personnel, including your General Manager (defined in Item 15) and your Principal Executive (defined in Item 15), if different from the General Manager (the “**Initial Training Program**”). However, if the Principal Executive has attended and completed the Initial Training Program to our satisfaction under an existing franchise agreement with us, we will not require the Principal Executive to attend the Initial Training Program. Except as otherwise described below, we provide the Initial Training Program at no charge. If we determine that you or any of your personnel cannot complete the Initial Training Program to our satisfaction, then we may require you or your personnel to attend additional training programs at your expense for which we may charge fees (currently \$500 per day). Training fees are not refundable under any circumstance.

## Range of Initial Fees

During our 2024 fiscal year, Smash My Trash franchisees signing our franchise agreement paid total initial fees to us and/or our affiliates ranging from \$3,994 to \$49,500.

### Item 6

#### OTHER FEES

Column 1 Type of Fee <sup>(1)</sup>	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Royalty	<p>Beginning on the Business's opening date and continuing until the date that is 9 months after the Business's opening date, 8% of Gross Sales<sup>(2)</sup> earned, directly or indirectly, from trash compaction services, plus 8% of Net Revenue<sup>(2)</sup> earned, directly or indirectly, from Ancillary Services<sup>(2)</sup></p> <p>Beginning on the date that is 9 months after the Business's opening date and continuing for the remainder of the Franchise Agreement's term, the greater of: (a) 8% of Gross Sales<sup>(2)</sup> earned, directly or indirectly, from trash compaction services, plus 8% of Net Revenue<sup>(2)</sup> earned, directly or indirectly, from Ancillary Services<sup>(2)</sup>; and (b) \$2,600 multiplied by the number of Trucks that you are required to have in operation (the "<b>Minimum Royalty</b>").</p>	Monthly, on the 5 <sup>th</sup> day of the following month	See Note (1). Each time you achieve the Additional Truck Threshold, the Minimum Royalty will increase by \$2,600 on the date that is 6 months after the date of our written notice confirming that you have achieved the Additional Truck Threshold (regardless of whether you have obtained the additional Truck by that date).
Brand Fund <sup>(3)</sup> contribution	1% of Gross Sales	Monthly, on the 5 <sup>th</sup> day of the following month	See Note (1).
National Account Fee	10% of the Gross Sales earned for services performed by the Business for any and all National Accounts <sup>(4)</sup>	Monthly, on the 5 <sup>th</sup> day of the following month	See Note (1).
Additional Trucks	Then-current deposit (currently \$30,000 per Truck, but could increase up to \$60,000 per Truck, a cap that may increase by up to 5% per year) for the machine component of the Truck, payable to our affiliate, Innovative Waste	As incurred	<p>We will require you to obtain an additional new Truck each time you achieve average monthly Gross Sales of \$35,000 or more per Truck during any 3 consecutive month period (the "<b>Additional Truck Threshold</b>").</p> <p>If you achieve the Additional Truck Threshold, we will send</p>

Column 1 Type of Fee <sup>(1)</sup>	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
			<p>you written notice setting forth the deadline by which you must pay a deposit and place an order for the additional new Truck and you must comply with the deadlines set forth in such notice. After receiving the deposit, Innovative Waste will coordinate the purchase and assembly of the Truck(s) from our designated third-party dealer. You must pay the designated third-party dealer the balance of the cost of the new Truck(s), including any additional deposits the third-party dealer may require. You may not purchase any used Trucks from any supplier, dealer, distributor, or any of our or our affiliate's franchisees without our prior written approval.</p>
Technology Fee	<p>Currently, approximately \$700 per month, assuming you have 1 owner, 1 salesperson, 1 driver, and 1 Truck. Your costs will increase for each additional user and each additional Truck. Upon 30 days' written notice to you, we may increase the fee annually by up to 10% each year.</p>	<p>Monthly, on the 5<sup>th</sup> day of the following month</p>	<p>The technology fee reimburses our costs to provide you Vonigo, HubSpot, G-Suite, truck monitoring and routing software, other software subscriptions, email services, and other technology for your Business.</p> <p>If you and/or your affiliate(s) operate: (a) more than 1 Smash My Trash Business and/or (b) 1 or more Heavyweight Waste® businesses, we may only require you to pay the technology fee under 1 of your franchise agreements between you (and/or your affiliates) and us (and/or our affiliates). If you (or your affiliate) are already paying a technology fee to us (or our affiliate) under another franchise agreement, you may not be required to pay any ongoing technology fee payments during the Franchise Agreement's term.</p>

<b>Column 1 Type of Fee<sup>(1)</sup></b>	<b>Column 2 Amount</b>	<b>Column 3 Due Date</b>	<b>Column 4 Remarks</b>
Custom parts inventory	Our affiliate's costs plus our affiliate's then-current administrative charge (currently, up to 30% of our affiliate's costs but may increase by up to 10% per year)	As arranged	We may require you to purchase custom parts for your Truck(s) through us or our affiliate. We may charge you an administrative fee for our or our affiliate's services in acquiring and providing such parts to you.
Advertising Cooperative contributions	If established, the amount the cooperative periodically establishes	As the cooperative determines	See Note (5).
Ongoing training fees	Currently none but we may charge a fee in the future; however, the fee will not exceed \$5,000 per attendee (a cap that may increase by up to 5% per year)	As incurred	Payable only if we require additional training courses and we charge a fee for those courses.
National Annual Meeting	Currently \$1,500 per attendee per year, but could increase up to \$5,000 per attendee (a cap that may increase by up to 5% per year)	As incurred	You must send your Principal Executive to attend our National Annual Meeting each year. You are responsible for all of your personnel's travel and lodging costs. You must pay this fee even if your Principal Executive fails to attend the National Annual Meeting.
Regional Annual Meeting	Currently \$500 per attendee per year, but could increase up to \$2,000 per attendee (a cap that may increase by up to 5% per year)	As incurred	You must send your Principal Executive to attend our Regional Annual Meeting each year. You are responsible for all of your and your personnel's travel and lodging costs. You must pay this fee even if your Principal Executive fails to attend the Regional Annual Meeting.
Customer complaint resolution fee	Our expenses	As incurred	We may take any action we deem appropriate to resolve a customer complaint about your Business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Supplier review fees	Our costs	As incurred	Payable only if you ask us to review a new supplier.

<b>Column 1 Type of Fee<sup>(1)</sup></b>	<b>Column 2 Amount</b>	<b>Column 3 Due Date</b>	<b>Column 4 Remarks</b>
Special guidance fee	Our then current fee. Currently \$500 per day, plus reimbursement of our personnel's travel and living expenses, but could increase up to \$2,500 per day, plus reimbursement of our personnel's travel and living expenses (a cap that may increase by up to 5% per year)	As incurred	Payable if you request and we provide additional or special guidance, assistance or training.
Transfer fee – non-control transfer	\$10,000	Before transfer if completed	Payable on proposed non-control transfer.
Transfer fee – control transfer	\$5,000 plus 50% of then current initial franchise fee, plus reimbursement of our broker fees or commissions if we assist you in finding the transferee for your business and we incur such costs	Before transfer is completed	Payable on proposed control transfer.
Successor franchise fee	\$10,000	Upon signing successor franchise agreement	
Management fee	3% of Gross Sales <sup>(2)</sup> plus direct costs and expenses	As incurred	Due only if we manage the Business while we consider whether to exercise purchase option.
Costs and attorneys' fees	Will vary under circumstances	As incurred	Payable by non-prevailing party if we or you initiate legal proceedings.
Indemnification	Will vary under circumstances	As incurred	You must indemnify and reimburse us and our affiliates if we or they incur costs for claims arising from the Business's development or operation, your business, your breach of the agreement or your noncompliance with any law.
Interest	1.5% per month or highest interest rate the law allows, whichever is less	As incurred	Due on all overdue amounts and dishonored payments.
Insufficient Funds Fee	\$30 or the amount the bank charges us due to the insufficient funds, whichever is greater	As incurred	Payable if an electronic funds transfer payment request is returned due to insufficient funds.
Insurance costs	Premiums plus our costs and expenses	As incurred	Due only if you fail to maintain (or prove you have) insurance and we, at our option, obtain insurance for you.

<b>Column 1 Type of Fee<sup>(1)</sup></b>	<b>Column 2 Amount</b>	<b>Column 3 Due Date</b>	<b>Column 4 Remarks</b>
Audit expenses	Cost of audit, including legal fees and, independent accountants' fees, plus travel expenses and compensation for our employees and representatives	As incurred	Due only if you fail to timely furnish reports or understate Royalty or Brand Fund contributions by 3% or more.
Inspections	Currently \$1,000 plus travel expenses, but could increase up to \$5,000 plus travel expenses (a cap that may increase by up to 5% per year)	As incurred	If you fail to satisfy our System Standards in any quality assurance inspection or evaluation, we may charge a reasonable fee for any additional inspections or evaluations.
Customer Services fees	Currently none but we may, upon notice to you, implement certain customer services for the Business and charge you reasonable fees for such services	Monthly	See Note (6).
Non-Compliance Fee	\$500 per notice of violation	As incurred	We may assess a non-compliance fee for violations of the Franchise Agreement and/or the System Standards. We reserve all other rights and remedies.
Equipment Restocking Fee	5% of the fair market value of the equipment	As incurred	If we repurchase any equipment from you, we will subtract 5% of the fair market value from the purchase price as a restocking fee.
Liquidated damages	Average monthly Royalties and Brand Fund contributions that you owed during the 12 months before the month of termination (or the shorter period during which the Business operated) multiplied by 36 or the number of months remaining in the term, whichever is less	As incurred	Covers certain damages due if we terminate the Franchise Agreement before the term expires.

### Explanatory Notes

- (1) All fees in this Item 6 are non-refundable. These fees are imposed and collected by, and payable to, us. These fees are uniform for franchisees signing the Franchise Agreement included in this disclosure document. There are currently no franchisee advertising cooperatives in the Smash My Trash Business network.

You must sign and deliver to us the documents we periodically require to authorize us to debit your bank account automatically for the Royalty, Brand Fund contribution, National Account Fee (defined below), and other amounts due under the Franchise Agreement or any related agreement between us (or our affiliates) and you. Under our current automatic debit program for Smash My Trash Businesses, we will debit your account on or after the Payment Day for the Royalty, Brand Fund contributions, National Account Fee, and any other amounts due under the Franchise Agreement or any related

agreement between us (and our affiliates) and you. You must make the funds available for withdrawal by electronic transfer before each due date. If you fail to report the Business's Gross Sales, we may debit your account for 120% of the last Royalty and Brand Fund contribution that we debited. If the amounts that we debit from your account are less than the amounts you actually owe us (once we have determined the Business's actual Gross Sales), we will debit your account for the balance, plus interest, on the day we specify. If the amounts that we debit from your account are greater than the amounts you actually owe us (once we have determined the Business's actual Gross Sales), we will credit the excess (without interest) against the amounts we otherwise would debit from your account during the following month(s). We may periodically change the mechanism for your payments of Royalties, Brand Fund contributions and other amounts you owe to us and our affiliates under the Franchise Agreement or any related agreement upon written notice to you.

In addition to any sales, use and other transaction taxes that applicable law requires or permits us to collect from you for providing goods or services under the Franchise Agreement, you must pay us all federal, state, local or foreign (a) sales, use, excise, privilege, occupation or any other transactional taxes, and (b) other taxes or similar exactions, no matter how designated, that are imposed on us or that we are required to withhold relating to the receipt or accrual of Royalties or any other amounts you pay us under the Franchise Agreement, excluding only taxes imposed on us for the privilege of conducting business and calculated based on our net income, capital, net worth, gross receipts, or some other basis or combination of those factors, but not excluding any gross receipts taxes imposed on us or our affiliates for your payments intended to reimburse us or our affiliates for expenditures incurred for your benefit and on your behalf. You must make these additional required payments in an amount necessary to provide us with after-tax receipts (taking into account any additional required payments) equal to the same amounts that we would have received if the additional tax liability or withholding had not been imposed or required.

- (2) **“Gross Sales”** means all revenue that you receive or otherwise derive directly or indirectly from operating the Business, whether from cash, check, credit and debit card, barter, exchange, trade credit, or other credit transactions, including any implied or imputed Gross Sales from any business interruption insurance. However, “Gross Sales” excludes (a) sales taxes, use taxes, and other similar taxes added to the sales price, collected from the customer and paid to the appropriate taxing authority; (b) any bona fide refunds and credits that are actually provided to customers; (c) the face value of coupons or discounts that customers redeem; and (d) any revenue that you receive from the provision of waste removal services by HWFP, its affiliates, and/or its franchisees, but only to the extent such revenue is remitted by you to HWFP, its affiliates and/or its franchisees. Each charge or sale upon credit constitutes a sale for the full price on the day during which such charge or sale is made, regardless of when you receive payment (whether full or partial, or at all) on that sale. Gift certificate, gift card, stored value card or similar program payments count as Gross Sales when the gift certificate, other instrument or applicable credit is redeemed.

“**Net Revenue**” means Gross Sales less actual amounts paid to third parties in connection with the performance of Ancillary Services, for which you are able to provide us an invoice and proof of payment at our request. “**Ancillary Services**” means certain ancillary products and services other than trash compaction services that we periodically approve you to offer and sell in connection with the Business.

- (3) We currently administer and control the “**Brand Fund**,” which is a marketing and brand fund for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs, tools and materials for all or a group of Smash My Trash Businesses that we periodically deem appropriate. We currently collect Brand Fund contributions equal to 1% of Gross Sales from all franchised Smash My Trash Businesses. Each Smash My Trash Business that we or our affiliates operate will contribute to the Brand Fund at either the same rate as you or a rate similar to the rate at which other Smash My Trash franchisees contribute.
- (4) You must pay us a fee in an amount equal to 10% of the Gross Sales earned for services performed by the Business for any and all National Accounts (defined below) (the “**National Account Fee**”). For each National Account, the National Account Fee will be payable for 12 months from the date you first provide services to such National Account facility. The National Account Fee is in addition to the Royalty and will be tracked and calculated based on each specific National Account facility. After you have serviced a National Account facility for 12 months, you will only pay a Royalty (and no National Account Fee) on the Gross Sales earned for services performed by the Business for that specific National Account facility. After that, you will continue to pay a National Account Fee on Gross Sales earned for services performed by the Business for all other National Account facilities that you have not yet serviced for 12 months (including different facilities for the same National Account). “**National Accounts**” are national, regional or other customer groups or associations who represent, or purport to represent, one or more individuals or entities (which may include one or more of our affiliates) who may (1) utilize the services of multiple Smash My Trash Businesses; and/or (2) require or benefit from specific terms or provisions regarding the products or services that Smash My Trash Businesses provide, including special insurance, experience, equipment, pricing, payment terms, turnaround requirements, or approvals. If we establish a National Accounts program, you must participate in that program in the manner that we periodically specify. You must comply with all National Accounts program standards and procedures set forth in the Operations Manual and/or as we may otherwise communicate to you, as well as the specific terms of our arrangement with each applicable National Account.
- (5) We may designate a geographic area in which 2 or more Smash My Trash Businesses are located as an area for an advertising or marketing cooperative (a “**Cooperative**”). The Cooperative’s members in any area are the owners of all of the Smash My Trash Businesses located and operating in that area (including us and our affiliates, if applicable) that we can require to participate in the Cooperative. If we have established a Cooperative for the geographic area in which the Business is located when you sign the Franchise Agreement, or if we establish a Cooperative in that area during the Franchise Agreement’s term, you must sign the documents that we require to become a



member of the Cooperative and participate in the Cooperative as those documents require. You must contribute to the Cooperative the amounts that the Cooperative determines, subject to our approval. All material decisions of the Cooperative, including contribution levels (which also require our approval), will require the affirmative vote of more than 50% of all Smash My Trash Businesses participating in the Cooperative (including, if applicable, those that we or our affiliate operate), with each Smash My Trash Business receiving one vote.

- (6) If established, the customer services fee covers costs associated with the back-of-house customer service center for the Business, which may include the Booking Systems (defined below), a back-of-house customer service center, and remote payment processing (as we may periodically modify them, collectively, the “**Customer Services**”), for which we may charge you reasonable fees. “**Booking Systems**” means any customer booking processes that we periodically specify in which all or certain Smash My Trash Businesses participate, including call-center, web-based and app-based booking processes, and any other program or system that we may periodically specify. You must accept and fulfill all bookings the Business receives through the Booking Systems according to the Franchise Agreement and all applicable System Standards to the maximum extent the law allows. We may periodically modify any Customer Services, including the services provided, and may periodically stop providing any or all Customer Services upon notice to you.

#### Item 7

### ESTIMATED INITIAL INVESTMENT

#### YOUR ESTIMATED INITIAL INVESTMENT

Column 1 Type of Expenditure (1)	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be Made
Initial franchise fee (2)	\$49,500	Lump sum	Upon signing Franchise Agreement	Us
Rent, Utilities and Leasehold Improvements (3)	\$500 - \$4,000	As arranged	As needed	Lessor, contractors, and vendors
Operating Assets (4)	\$500 - \$2,000	As arranged	As incurred or when billed	Vendors
Market Introduction Program (5)	\$2,500 - \$5,000	As arranged	As incurred or when billed	Vendors
Computer System (6)	\$6,700 - \$11,700	As arranged	As incurred or when billed	Us and/or our affiliates and third-party vendors

<b>Column 1</b> <b>Type of Expenditure</b> <b>(1)</b>	<b>Column 2</b> <b>Amount</b>	<b>Column 3</b> <b>Method of</b> <b>Payment</b>	<b>Column 4</b> <b>When Due</b>	<b>Column 5</b> <b>To Whom</b> <b>Payment is to be</b> <b>Made</b>
Insurance	\$2,000 - \$10,000	As arranged	As incurred	Insurance company
Trucks (7)	\$275,000 - \$350,000	As arranged	\$30,000 per Truck deposit due to our affiliate, plus \$10,000 per Truck deposit due to our designated third-party dealer, within 10 days after you sign the Franchise Agreement; balance due to our designated third-party dealer when billed	Our affiliate and third-party dealer
Licenses and Permits (8)	\$500 - \$1,000	As arranged	Upon application	Regulatory Agencies
Dues and Subscriptions	\$350 - \$1,000	As arranged	As incurred	Vendors, trade organizations
Professional Fees (lawyer, accountant, etc.)	\$2,500 - \$5,000	As arranged	As incurred or when billed	Professional service firms
Travel, lodging and meals for initial training (9)	\$2,000 - \$3,000	As arranged	As incurred	Airlines, hotels, and restaurants
Additional Funds – 3 months (10)	\$30,000 - \$50,000	As arranged	Varies	Employees, suppliers
<b>TOTAL ESTIMATED INITIAL INVESTMENT (11)</b>	\$372,050 - \$492,200			

Explanatory Notes:

- (1) The amounts provided in the above table reflect costs you will incur to develop your Business under the Franchise Agreement. Except for a security deposit under a lease for real estate, which is typically refundable if you comply with the lease terms, all fees and payments are non-refundable. The ranges in the table above do not include optional, atypical upgrades to equipment or the Business Location, such as seismic upgrades,

demolition costs, signage that must conform to local codes, additional HVAC depending on climate, and other items. The costs for rent, furniture, fixtures and equipment, leasehold improvements and inventory and supplies will vary based on the Business Location's square footage, condition of the property, location, market conditions, financing costs, and other physical characteristics.

- (2) We describe the initial franchise fee in Item 5. The initial franchise fee for the first Franchise Agreement is a \$49,500 lump sum payment. The table assumes that you sign one Franchise Agreement, purchase a Territory with a population that does not materially exceed 200,000, and that the veterans discount does not apply. As described in Item 5, we will reduce the initial franchise fee if you sign multiple Franchise Agreements simultaneously. We may also charge you an Additional Population Fee if you purchase a Territory with a population that materially exceeds 200,000.
- (3) We anticipate that your Business Location will initially be a home office or small warehouse facility setting located in your Territory. If you do rent space for the Business Location, rent amounts can vary depending on the area in which the Business Location is located, size, condition of the premises, the landlord's contribution to your leasehold improvements and other factors. You probably will also have to pay the landlord a first and last months' rent deposit and possibly a lease security deposit when you sign the lease. Because of the numerous variables that affect the value of a particular parcel of real estate, this initial investment table does not reflect the potential purchase cost of real estate for the Business Location, nor the costs of constructing a building at the Business Location.
- (4) These figures cover your other Operating Assets except for Trucks and the Computer System, which are addressed separately in the above table. In all other contexts except the Item 7 table, "**Operating Assets**" means the furniture, fixtures, Trucks, Computer System (defined below) components, tools, equipment, furnishings, signs and other products and services that we periodically require for the Business. The "**Computer System**" means the computer-based, web-based application and/or other technological systems and services that we periodically specify, including hardware components, software, dedicated communication and power systems, printers, payment devices, and other computer-related accessories and peripheral equipment. Your costs for Operating Assets will vary primarily depending on the market in which the Business is located and the size of your Territory, which will determine the type and amount of Operating Assets you will need.
- (5) You must conduct your market introduction program according to our standards and specifications, which may specify the nature and media of advertising and the minimum required expenditures. Currently, we do not require you to spend a minimum amount on the market introduction program, but we may implement a minimum requirement in the future.
- (6) You must purchase the Computer System before opening. This estimate includes costs to obtain required or recommended proprietary software or technology from us and costs for computer(s), anti-virus software, Office365, printer(s), and new cellular device(s).

Your costs will vary depending on the quality and quantity of the hardware and devices that you choose to buy. We also estimate that you will pay us 6 months of technology fee payments before opening, which will be approximately \$700 per month, assuming you have 1 owner, 1 salesperson, and 1 driver, and you make arrangements to purchase 1 Truck (approximately \$4,200 in total). The monthly technology fee payment amounts will increase for each additional user you have and each additional Truck you acquire. However, if you and/or your affiliate(s) operate: (a) more than 1 Smash My Trash Business and/or (b) 1 or more Heavyweight Waste® businesses, we may only require you to pay the technology fee under 1 of your franchise agreements between you (and/or your affiliates) and us (and/or our affiliates). If you (or your affiliate) are already paying a technology fee to us (or our affiliate) under another franchise agreement, you may not be required to pay any pre-opening technology fee payments.

- (7) You must purchase from our designated dealer at least 1 new custom-built Truck. The total cost of 1 Truck is currently between \$275,000 and \$350,000, not including taxes or registration fees. The cost of the Truck will vary based on the costs the dealer incurs and manufacturer price increases. Within 10 days after you sign the Franchise Agreement, you must currently pay our affiliate a \$30,000 deposit for the machine component of each Truck you order (but this amount could increase if our affiliate's costs increase), plus a \$10,000 deposit to the designated third-party dealer for the Truck chassis (which amounts are included in the estimate in the table above). You must pay our designated third-party dealer the balance of the cost for the Truck(s), including any additional deposits the third-party dealer may require. You may choose to pick up your Truck(s) from the designated dealer's facility (currently located in Indiana but this location may change) or you may choose to arrange for and pay a third-party shipping agent to ship and deliver each Truck to you. We estimate that these shipping costs will range from \$2,500 to \$10,000 in most of the continental United States. Your Truck(s) will not be provided, and your Business will not be permitted to open, until all costs have been paid in full. If applicable, you must also pay state and local sales tax on the purchase of the Trucks (which is not included in the estimate above). The sales taxes may range from 1% to 30% of the purchase price. This amount does not include registration fees, which will vary depending on your local requirements. The lower range of this estimate assumes that you will pick up the Truck from our designated dealer's facility in Indiana. The upper range of this estimate assumes that the Truck will be shipped and delivered to you and that you operate your Business in a standard, accessible location in the continental United States. You may not purchase any used Trucks from any supplier, dealer, distributor, or our or our affiliate's franchisees without our prior written approval.
- (8) The costs to obtain the necessary licenses and permits to operate the Business vary depending on the jurisdiction. In certain jurisdictions with extensive license and permit requirements for waste businesses, the costs could exceed the estimate in the table above.
- (9) This range includes your personnel's estimated costs and expenses for lodging, transportation, and meals while they attend our Initial Training Program. We do not otherwise charge a fee for providing the Initial Training Program to your personnel or

your Principal Executive. As previously noted, additional members of the Business staff may participate in the Initial Training Program, but we may charge a fee for each additional participant. We currently charge \$500 per day per each additional staff member. If we determine that you or any of your personnel cannot complete the Initial Training Program to our satisfaction, then we may require you or your personnel to attend additional training programs at your expense for which we may charge fees (currently \$500 per week). Training fees are not refundable under any circumstance.

- (10) This amount estimates the funds needed to cover initial operating expenses for the Business, including payroll for a staff of 2 individuals (a driver and a salesperson), for a period of 3 months of operation (other than the items identified separately in the table). We relied on our affiliates' and our principals' experience in developing, operating and franchising waste management businesses to prepare the estimate for additional funds and other estimates in this table.
- (11) Neither we nor our affiliates offer financing for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral and the lending policies of financial institutions from which you request a loan.

## **Item 8**

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

#### System Standards

In order to strive for a uniform image and uniform quality of products and services throughout Smash My Trash Businesses, you must operate and maintain the Business according to our System Standards. System Standards may regulate, among other things, the brands, types, and models of Operating Assets and other products and services you use to operate the Business; required or authorized products and services or product and service categories; and designated or approved suppliers of these items, which might include or be limited to us and/or our affiliates.

We issue and modify our System Standards based on our, our affiliates' and our franchisees' experience in franchising and/or operating Smash My Trash Businesses. We will notify you in our Operations Manual or in other written communications of our System Standards and names of designated and approved suppliers. We also provide our relevant standards and specifications to approved suppliers. Currently, the purchases and leases that you must make from us or our affiliates, from approved suppliers, or according to our System Standards represent approximately 75% to 80% of your total purchases and leases in establishing, and approximately 75% to 80% of your total purchases and leases in operating, the Business.

#### Suppliers

You must purchase or lease all Operating Assets and other products and services for the Business according to the System Standards, and if we require, only from suppliers or distributors that we designate or approve, which may include or be limited to us or our affiliates. When

determining whether to source-restrict a particular item or service that you must acquire, we take into account a variety of factors, including pricing, the quality and accessibility of products and/or services and the importance of uniform quality of products and services throughout Smash My Trash Businesses.

To maintain the quality of the goods and services that Smash My Trash Businesses use and sell and our network's reputation, you currently must purchase certain components of the Computer System (including software, email services and Truck video/camera systems) from us or our affiliate. You currently must purchase the Truck(s) and Truck assembly services from our designated supplier. During the Franchise Agreement's term, you may not purchase any used Trucks from any supplier, dealer, or distributor without our prior written approval. Our affiliate, Innovative Waste, supplies the machine component of the Truck and coordinates the Truck purchases and Truck assembly services between you and our designated third-party dealer. Innovative Waste is the designated supplier of these coordination services. You must also purchase approved accounting software for use in the Business.

We may require you to utilize vendors that we designate or approve (which may include or be limited to us or our affiliates) for service related to the Truck(s) to maintain fleet quality and service standards. You will be solely responsible for all costs related to any upgrades, maintenance, or repair to the Truck(s), all other Operating Assets, and the Business Location.

At our option, you must contract with one or more suppliers that we designate or approve (which may include or be limited to us or our affiliates) to develop and/or implement Local Marketing. In addition, our affiliates are currently approved suppliers of custom parts inventory and waste removal services. You can find the names of designated and approved suppliers, which we may periodically modify, in written communications from us. Except as described in this Item 8, there currently are no other goods, services, supplies, fixtures, equipment, inventory, computer hardware or software, real estate, or comparable items related to establishing or operating the Business that you must purchase from us or designated or approved suppliers. In the future, we may designate us and/or our affiliates as approved suppliers or the only approved supplier for additional products and/or services.

We or our affiliates may derive revenue based on your purchases and leases, including from charging you for products and services that we or our affiliates provide to you and from promotional allowances, volume discounts and other payments made to us by suppliers and/or distributors that we designate or approve for some or all of our franchisees. We and our affiliates may use all amounts received from suppliers and/or distributors, whether or not based on your or other franchisees' actual or prospective dealings with them, without restriction for any purposes we or our affiliates deem appropriate.

We did not receive any revenue from sales of required purchases by Smash My Trash franchisees in 2024 but our affiliate, Custom Hydraulics, collected approximately \$457,015 in revenue from the sale of replacement Truck parts to our franchisees. Our affiliate, Rearden Taggart, LLC (which was previously an approved supplier of waste containers to our franchisees), collected approximately \$1,816 from the lease of a waste container to one of our franchisees. Our affiliate, Innovative Waste, collected approximately \$1,633,234 from the provision of Truck purchasing and assembly coordination services to our franchisees.

We have negotiated arrangements with approved suppliers that make periodic payments to us ranging from 6.5% to 15% of franchisee purchases, and we may enter into additional rebate arrangements with other suppliers in the future.

Our President and Chief Executive Officer, through his ownership in our parent company, indirectly owns interests in Custom Hydraulics, Innovative Waste, Managed Waste, and Heavyweight Waste Ventures, all of which provide required and/or optional products and/or services to our franchisees. The above-mentioned affiliates are the only approved suppliers of certain components of the Computer System and Truck purchasing and assembly coordination services, and are approved suppliers of custom parts inventory, waste removal services and broker services (as applicable). None of our other officers own an interest in any supplier.

If you want to use any Operating Assets or other products or services for or at the Business that we have not yet evaluated, or purchase or lease any Operating Assets or other products or services from a supplier or distributor that we have not yet approved (for Operating Assets or other products and services that we require you to purchase only from designated or approved suppliers or distributors), you first must submit sufficient information, specifications and samples for us to determine whether the product or service complies with our standards and specifications and/or the supplier or distributor meets our criteria. Our criteria for approving suppliers is not available to franchisees. We may condition our approval of a supplier or distributor on requirements relating to product quality, prices, consistency, warranty, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints) and/or other criteria. We may inspect the proposed supplier's or distributor's facilities and require the proposed supplier or distributor to deliver product or other samples, at our option, either directly to us or to any independent laboratory that we designate for testing. For each supplier, distributor, or product you submit for our review, you must reimburse us for our costs to inspect and evaluate the proposed supplier, distributor, or product. We will use commercially reasonable efforts to notify you of our approval or disapproval within 30 business days after receiving all information we require. We may periodically re-inspect the facilities, products and services of any approved supplier or distributor and, upon notice to franchisees and/or the supplier, revoke our approval of any supplier, distributor, product or service that does not continue to meet our criteria. Despite these rights, we may limit the number of approved suppliers with whom you may deal, designate sources that you must use, and/or refuse any of your requests for any reason, including if we have already designated an exclusive source (which might be us or our affiliate) for the applicable product or service or if we believe that doing so is in the best interests of the Smash My Trash Business franchise network. The Operations Manual may provide additional detail on the manner in which we grant and revoke approval of suppliers.

We will not provide material benefits, like renewal or granting additional franchises, to franchisees based on their purchase of particular products or services or use of particular suppliers. We negotiate purchase arrangements with some suppliers, including price terms. In doing so, we seek to promote the overall interests of our franchise network and our interests as franchisor.

There are no formal purchasing or distribution cooperatives in the Smash My Trash Business franchise network; however, we may establish such cooperatives in the future.

## Insurance

You must maintain in force at your sole expense the insurance coverage for the Business in the amounts, covering the risks, and containing only the exceptions and exclusions that we periodically specify for similarly situated Smash My Trash Businesses. All of your insurance carriers must be rated A or higher by A. M. Best and Company, Inc. or using similar criteria as we periodically specify. You must name us and an affiliate that we designate as additional insureds, and you must provide us with at least 30 days' notice of a material modification or cancellation of your insurance coverage. You must also promptly provide us with loss run reports upon our request.

As of the date of this disclosure document, we require the following types and minimum amounts of insurance:

- 1) Commercial General Liability insurance, including products liability insurance, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of at least \$1,000,000 single-limit per occurrence and \$2,000,000 aggregate limit;
- 2) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of at least \$1,000,000; and
- 3) Workers compensation insurance as required by applicable state law;

## Market Introduction Program

We may require you, at your expense, to implement a market introduction program for the Business. You must implement the market introduction program according to the requirements in the Operations Manual and System Standards.

## Local Marketing

You must at your expense participate in the manner we periodically specify in all advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs that we periodically designate for the Business. "**Local Marketing**" means the approved advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs, tools and materials that you or your agents or representatives develop or implement relating to the Business. You must ensure that all of your Local Marketing is completely clear, factual and not misleading, complies with all applicable laws and regulations, and conforms to the highest ethical standards and the advertising and marketing policies that we periodically specify. Before using them, you must send to us, for our approval, descriptions and samples of all proposed Local Marketing that we have not prepared or previously approved within the previous 6 months. If you do not receive written notice of approval from us within 5 business days after we receive the materials, they are deemed disapproved. You may not conduct or use any Local Marketing that we have not approved or have disapproved. At our option, you must contract with one or more suppliers that we designate or approve to develop and/or implement Local Marketing.



## Business Upgrades

In addition to your obligations to maintain the Business according to System Standards, once during the Franchise Agreement's term, we may require you to substantially alter the Business Location's appearance, branding, layout and/or design, and/or replace a material portion of your Operating Assets, in order to meet our then current requirements for new similarly situated Smash My Trash Businesses. This obligation could result in your making extensive structural changes to, and significantly remodeling and renovating, the Business Location and/or in your spending substantial amounts for new Operating Assets (including new Trucks). You must incur any capital expenditures required to comply with this obligation and our requirements. Within 60 days after receiving written notice from us, you must have plans prepared according to the standards and specifications we specify, and you must submit those plans to us for our approval. You must complete all work according to the plans we approve within the time period that we reasonably specify. In determining the time period, we will take into account a number of factors, including the expenses required, the availability of new products and services, and the disruption to business operations that the upgrade will require. However, this does not limit your obligation to comply with all mandatory System Standards we periodically specify.

### **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.**

	<b>Obligations</b>	<b>Section in agreement</b>	<b>Disclosure document item</b>
a.	Site selection and acquisition/lease	2.A and 2.E of Franchise Agreement	7, 8, 11 and 12
b.	Pre-opening purchases/leases	2.B – 2.F and 6 of Franchise Agreement	7, 8 and 11
c.	Site development and other pre-opening requirements	2 of Franchise Agreement	7, 8 and 11
d.	Initial and ongoing training	4 of Franchise Agreement	5, 6, 7 and 11
e.	Opening	2.G of Franchise Agreement	11
f.	Fees	5, 6.G, 7.A-7.E, 13.C, 13.D, 16.A, 17.D and 18.C of Franchise Agreement	5, 6, 7, 8 and 11
g.	Compliance with standards and policies/Operating Manual	2.E, 2.G, 4.E, 6, 7.A, 9.A and 10.A of Franchise Agreement	6, 8 and 11
h.	Trademarks and proprietary information	10 and 11 of Franchise Agreement	13 and 14
i.	Restrictions on products/services offered	6.B, 6.C, 6.D and 6.G of Franchise Agreement	8, 11 and 16

	<b>Obligations</b>	<b>Section in agreement</b>	<b>Disclosure document item</b>
j.	Warranty and customer service requirements	6 of Franchise Agreement	11 and 16
k.	Territorial development and sales quotas	2 of Franchise Agreement	8, 11 and 12
l.	On-going product/service purchases	6 of Franchise Agreement	8, 11 and 16
m.	Maintenance, appearance and remodeling requirements	6.A and 6.H of Franchise Agreement	8 and 11
n.	Insurance	6.G of Franchise Agreement	6, 7 and 8
o.	Advertising	7 of Franchise Agreement	6, 7, 8 and 11
p.	Indemnification	10.E and 17.D of Franchise Agreement	6
q.	Owner's participation/management/ staffing	1.C, 1.D and 4 of Franchise Agreement	11 and 15
r.	Records and reports	8 of Franchise Agreement	6 and 11
s.	Inspections and audits	9 of Franchise Agreement	6
t.	Transfer	13 of Franchise Agreement	6 and 17
u.	Renewal	14 of Franchise Agreement	6 and 17
v.	Post-termination obligations	16 of Franchise Agreement	6 and 17
w.	Non-competition covenants	12 and 16.D of Franchise Agreement	17
x.	Dispute resolution	18 of Franchise Agreement	17

### **Item 10**

### **FINANCING**

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

### **Item 11**

### **FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING**

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

Under the Franchise Agreement, before you open the Business, we will:

(1) Approve a Territory that meets our requirements. We and you will not sign a Franchise Agreement until you have proposed and we have accepted the Territory. To propose a territory for a Smash My Trash Business, you must deliver to us a complete territory report and other materials and information we request for that site, and information we request relating to your financial and operational ability to establish and operate the proposed business. Each Smash My Trash Business must be located in a territory that we have accepted. We will exercise commercially reasonable efforts in reviewing and evaluating proposed territories. We will not unreasonably withhold our acceptance of a territory that meets our then current criteria for geographic location; demographic characteristics; population; competition from, proximity to, and nature of other businesses; other commercial characteristics; and size. In determining whether to accept or reject a proposed territory, we also may consider the territory's proximity to other existing or potential territories for Smash My Trash Businesses. We will use commercially reasonable efforts to review and either accept or reject a territory that you propose within 30 days after receiving the complete territory report and any other materials we may reasonably request. (Franchise Agreement – Section 2.A and 3.A)

(2) Sell to you (either directly or through our affiliate or third-party vendor) at least 1 Truck, certain components of the Computer System, and Truck assembly services. Other than these items, we do not provide any Operating Assets or other items for the Business's development directly or deliver or install items. We will provide the names of approved suppliers and/or specifications for some items.

At your expense, you must construct, install trade dress and furnish all Operating Assets in, and otherwise develop, the Business according to our standards, specifications and directions. (Franchise Agreement – Sections 2.B and 2.E)

(3) Accept a lease that meets our requirements. You must obtain our prior written acceptance of the terms of any lease or sublease for the Business Location before you sign it. The lease must contain the terms and provisions that are reasonably acceptable to us, including provisions to protect our rights as your franchisor. You must give us a copy of the fully signed lease within 10 days after you and the landlord have signed it. We do not own and lease to you the Business Location. (Franchise Agreement – Section 2.E(3))

(4) At our option, we will review your construction plans or specifications for approval before you begin any construction (or renovation). Our review will be limited to ensuring your compliance with our System Standards and other requirements of the Franchise Agreement, and not compliance with federal, state, or local laws and regulations, including the Americans with Disabilities Act (the “ADA”), as compliance with laws and regulations is your responsibility. You are solely responsible for selecting and maintaining the Business Location and ensuring that the Business Location meets System Standards if the Business Location is to be open to the public in any way. Also, it is your responsibility to prepare all required construction plans and specifications and to make sure that they comply with, and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements and lease requirements and restrictions. (Franchise Agreement – Section 2.E)

(5) Train you and certain of your personnel to operate a Smash My Trash Business. We describe this training later in this Item 11. (Franchise Agreement – Section 4.A to 4.D)

(6) Provide you access to our Operations Manual for use in operating the Business during the Franchise Agreement's term. The Operations Manual might include written or intangible materials and we may make it available to you by various means. At our option, we may post the Operations Manual on the System Website (defined below) or another restricted website to which you will have access. If we do so, you must periodically monitor the website for any updates to the Operations Manual or System Standards. Any passwords or other digital identifications necessary to access the Operations Manual on such a website are part of our confidential information. The Operations Manual contains System Standards and information on your other obligations under the Franchise Agreement. We may modify the Operations Manual periodically to reflect changes in System Standards. You must keep your copy of the Operations Manual current and communicate all updates to your employees in a timely manner. In addition, you must keep any paper copy of the Operations Manual you maintain in a secure location at the Business Location. If there is a dispute over its contents, our master copy of the Operations Manual controls. The contents of the Operations Manual are confidential, and you may not disclose the Operations Manual to any person other than Business employees who need to know its contents. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Operations Manual, except as we periodically authorize for training and operating purposes. Our Operations Manual has a total of 236 pages as of the date of this disclosure document and its table of contents is attached as Exhibit D.

Any materials, guidance or assistance that we provide concerning the terms and conditions of employment for your employees, employee hiring, firing and discipline, and similar employment-related policies or procedures, whether in the Operations Manual or otherwise, are solely for your optional use. Those materials, guidance and assistance do not form part of the mandatory System Standards. You will determine to what extent, if any, these materials, guidance or assistance should apply to the Business's employees. You are solely responsible for determining the terms and conditions of employment for all Business employees, for all decisions concerning the hiring, firing and discipline of Business employees, and for all other aspects of the Business's labor relations and employment practices. (Franchise Agreement – Sections 4.G and 6.H)

(7) We may provide Customer Services for the Business, for which we may charge you reasonable fees. We may periodically modify any Customer Services, including the services provided, and may periodically stop providing any or all Customer Services, including Booking Systems, upon notice to you. (Franchise Agreement – Section 6.E)

Under the Franchise Agreement, during your operation of the Business, we will:

(1) Require you to obtain an additional Truck each time you achieve the Additional Truck Threshold. If you achieve the Additional Truck Threshold, we will send you written notice setting forth the deadline by which you must pay a deposit and place an order for the additional Truck and you must comply with the deadlines set forth in such notice. After receiving the deposit, Innovative Waste will coordinate the purchase and assembly of the Truck(s) from our designated third-party dealer. You must pay the designated third-party dealer the balance of the cost of the Truck(s), including any additional deposits the third-party dealer may require. You may not

purchase any used Trucks from any supplier, dealer, or distributor without our prior written approval. (Franchise Agreement – Section 2.C)

(2) Advise you periodically regarding the Business's operation based on your reports or our inspections. We will guide you on standards, specifications, operating procedures and methods that Smash My Trash Businesses use, including establishing prices; purchasing required or recommended Operating Assets and other products; and administrative, bookkeeping and accounting procedures. We will guide you in our Operations Manual, in bulletins or other written materials, by electronic media, by telephone consultation, at our office, at the Business Location, and/or in the Territory. If you request and we agree to provide additional or special guidance, assistance or training, you must pay our then applicable charges, including our personnel's per diem charges and any travel and living expenses. Any specific ongoing training, conventions, advice or assistance that we provide does not create an obligation to continue providing that specific training, convention, advice or assistance, all of which we may discontinue and modify at any time. (Franchise Agreement – Section 4.F)

(3) Provide updates to the Operations Manual and System Standards as we implement them. Our periodic modification of our System Standards (including to accommodate changes to the Computer System and the Marks), which may accommodate regional and/or local variations, may obligate you to invest additional capital in the Business and incur higher operating costs, and you must comply with those obligations within the time period we specify. Although we retain the right to establish and periodically modify the Franchise System and System Standards that you have agreed to follow, you retain the responsibility for the day-to-day management and operation of the Business and implementing and maintaining System Standards at the Business. We may vary the Franchise System and/or System Standards for any Smash My Trash Business or group of Smash My Trash Businesses based on the peculiarities of any conditions or factors that we consider important to its operations. You have no right to require us to grant you a similar variation or accommodation. (Franchise Agreement – Sections 4.G, 6.H and 6.I)

(4) Maintain and administer the Brand Fund and the System Website. (Franchise Agreement – Section 7.B and 7.F) We describe the Brand Fund and System Website below.

(5) We may establish and administer a National Accounts program. If we establish a National Accounts program, you must participate in that program in the manner that we periodically specify. You must comply with all National Accounts program standards and procedures set forth in the Operations Manual and/or as we may otherwise communicate to you, as well as the specific terms of our arrangement with each applicable National Account. (Franchise Agreement – Section 6.D)

### **Business Opening**

We estimate that the time between you signing the Franchise Agreement (which is when you will first pay us consideration for the franchise) and the Business's opening date is 5 to 6 months. The precise timing depends on the time it takes you to sign an accepted lease; the work needed to develop the Business according to our System Standards; completing training; obtaining financing; obtaining insurance; equipment availability; shipping delays; obtaining permits and licenses; and complying with local laws and regulations. You must open the Business on or before

the “**Opening Deadline**,” which is the earlier of (a) the date that is 180 days after the Franchise Agreement’s effective date; or (b) the date that is 10 days after you receive the initial Truck order, or we may terminate the Franchise Agreement. (Franchise Agreement – Section 2.G)

You may not open or operate the Business until: (1) you have received your initial Truck order; (2) your personnel have completed all pre-opening training to our satisfaction; (3) you have paid all amounts you then owe to us and our affiliates; (4) you have given us evidence of required insurance coverage and payment premiums; (5) you have obtained all applicable governmental permits and authorizations; (6) you are in compliance with the Franchise Agreement; (7) the Business conforms to all applicable System Standards; and (8) you have hired sufficient employees to operate the Business according to the System Standards. Our determination that you have met all of our pre-opening requirements will not constitute a waiver of your non-compliance or of our right to demand full compliance with those requirements. (Franchise Agreement – Section 2.G)

### **Advertising, Marketing and Promotion**

#### **Market Introduction Plan**

We may require you, at your expense, to implement a market introduction program for the Business according to the requirements in the Operations Manual and the System Standards, which requirements may specify the nature and media of advertising and the minimum required expenditures. (Franchise Agreement – Section 7.A)

#### **Brand Fund**

We administer and control the Brand Fund for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs, tools and materials for all or a group of Smash My Trash Businesses that we periodically deem appropriate. You must pay us, via electronic funds transfer or another payment method we specify and together with each payment of the Royalty, a contribution to the Brand Fund in an amount equal to 1% of the Business’s Gross Sales. We anticipate that all franchisees will contribute to the Brand Fund at the same rate. Each Smash My Trash Business that we or our affiliates operate will contribute to the Brand Fund at either the same rate as you or a rate similar to the rate at which other Smash My Trash franchisees contribute.

We have the right to designate and direct all programs that the Brand Fund finances, with sole control over the creative and business concepts, materials and endorsements used and their geographic, market and media placement and allocation. The Brand Fund may pay for preparing, producing and placing video, audio and written materials, electronic media and Social Media (defined below); developing, maintaining and administering one or more System Websites, including online sales and customer retention programs, mobile applications, and other technologies used to reach customers and potential customers; developing, maintaining, and administering the Customer Services; soliciting and maintaining National Accounts; administering national, regional, multi-regional and local marketing, advertising, promotional and customer relationship management programs, including purchasing trade journal, direct mail, Internet and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; attending trade shows and other events; sponsorships and

administering contests and sweepstakes; and supporting public and customer relations, market research, and other advertising, promotion, marketing and brand-related activities. The Brand Fund may place advertising or other programs in any media, including print, radio, and television, on a local, regional or national basis. Our in-house staff, national or regional advertising agencies, and/or other contractors may produce advertising, marketing, promotional and other Brand Fund programs and materials. The Brand Fund also may reimburse Smash My Trash Business operators (including us and/or our affiliates) for expenditures consistent with the Brand Fund's purposes that we periodically specify. We also may implement programs that the Brand Fund could finance, but choose to finance them through other means, such as through your and other Smash My Trash Business operators' direct payments.

We will account for the Brand Fund separately from our other funds and not use the Brand Fund to pay any of our general operating expenses, except to compensate us and our affiliates for the reasonable salaries, administrative costs, travel expenses, overhead and other costs we and they incur relating to activities performed for the Brand Fund and its programs, including conducting market research, preparing advertising and marketing materials, maintaining and administering the System Website and/or Social Media, developing technologies to be used by the Brand Fund or its programs, collecting and accounting for Brand Fund contributions, and paying taxes on contributions. We will not use any Brand Fund contributions principally to solicit new franchise sales, although part of the System Website is devoted to franchise sales. The Brand Fund is not a trust, and we do not owe you fiduciary obligations because of our maintaining, directing or administering the Brand Fund or any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Brand Fund contributions to pay costs before using the Brand Fund's other assets. We may incorporate the Brand Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified here.

In 2024, monies in the Brand Fund were expended as follows: 88% on media production and 12% on miscellaneous expenses. We will prepare an annual, unaudited statement of Brand Fund collections and expenses and give you the statement upon written request. While we do not intend for the Brand Fund to be audited, we may have the Brand Fund audited periodically at the Brand Fund's expense by an independent accountant we select.

We intend the Brand Fund to maximize recognition of the Marks and patronage of Smash My Trash Businesses. Although we will try to use the Brand Fund to develop and/or implement advertising and marketing materials and programs and for other uses (consistent with those listed in this Item 11) that will benefit all or certain contributing Smash My Trash Businesses, we need not ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Brand Fund contributions from Smash My Trash Businesses operating in that geographic area, or that any Smash My Trash Business benefits directly or in proportion to the Brand Fund contributions that it makes. We have no obligation to make any advertising expenditures (from the Brand Fund or otherwise) in your geographic area. We have the right, but no obligation, to use collection agents and institute legal proceedings at the Brand Fund's expense to collect Brand Fund contributions. We also may forgive, waive, settle and compromise all claims by or against the Brand Fund. Except as expressly provided in the Franchise Agreement, we assume

no direct or indirect liability or obligation to you for maintaining, directing or administering the Brand Fund.

At any time, we may defer or reduce a Smash My Trash Business operator's contributions to the Brand Fund. Upon at least 30 days' written notice to you, we may reduce or suspend Brand Fund contributions and/or operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If we terminate the Brand Fund, we will (at our option) either spend the remaining Brand Fund assets consistent with the provisions of this Item 11 or distribute the unspent assets to Smash My Trash Business operators (including us and our affiliates, if applicable) then contributing to the Brand Fund in proportion to their contributions during the previous 12-month period. There are currently no advertising councils of franchisees that advise us on advertising policies in the Smash My Trash Business network, but we intend to form one in the future. We have the power to form, change, and/or dissolve advertising councils. (Franchise Agreement – 7.B and 7.D)

### Local Marketing

You must at your expense participate in the manner we periodically specify in all advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs that we periodically designate for the Business. You must ensure that all Local Marketing is completely clear, factual and not misleading, complies with all applicable laws and regulations, and conforms to the highest ethical standards and the advertising and marketing policies that we periodically specify. Before using them, you must send to us, for our approval, descriptions and samples of all proposed Local Marketing that we have not prepared or previously approved within the previous 6 months. If you do not receive written notice of approval from us within 5 business days after we receive the materials, they are deemed disapproved. You may not conduct or use any Local Marketing that we have not approved or have disapproved. At our option, you must contract with one or more suppliers that we designate or approve to develop and/or implement Local Marketing.

Our System Standards may regulate sales, marketing, advertising, promotions and public relations programs and materials for the Business and media uses in these programs, including participation in and compliance with the requirements of any special advertising, marketing, promotion, charitable, community involvement, and public relations programs in which all or certain Smash My Trash Businesses participate. This includes standards for participating in charitable, community involvement, and public relations programs, as we periodically modify them. (Franchise Agreement – Sections 6.H and 7.C)

### Advertising Cooperatives

Currently, there are no local or regional advertising cooperatives in the Smash My Trash Business network. However, we may designate a geographic area (typically a Designated Market Area defined by Nielsen Company) in which 2 or more Smash My Trash Businesses are located as an area for an advertising or marketing cooperative (a “**Cooperative**”). The Cooperative's members in any area are the owners of all of the Smash My Trash Businesses located and operating in that area (including us and our affiliates, if applicable) that we have the right to require to participate in the Cooperative. Each member will contribute at the same rate. Each Cooperative



will be organized and governed in a form and manner, and begin operating on a date, that we determine. Each Cooperative will, with our approval, develop, administer or implement advertising, marketing and promotional materials and programs for the area that the Cooperative covers. If we have established a Cooperative for the geographic area in which the Business is located on the date you sign the Franchise Agreement, or if we establish a Cooperative in that area during the Franchise Agreement's term, you must sign the documents that we require to become a member of the Cooperative and to participate in the Cooperative as those documents require. Cooperatives will operate from written governing documents that members may review. You must contribute to the Cooperative the amounts that the Cooperative determines, subject to our approval.

All material decisions of the Cooperative, including contribution levels (which also require our approval), will require the affirmative vote of more than 50% of all Smash My Trash Businesses that are required to participate in the Cooperative, with each Smash My Trash Business receiving one vote. You must send us any reports that we or the Cooperative periodically require. Cooperatives will prepare annual or periodic financial statements and make them available for us and the Cooperative's members to review. The Cooperative will operate solely to collect and spend Cooperative contributions for the purposes described above. The Cooperative and its members may not use any advertising, marketing or promotional programs or materials that we have not approved. We may form, change, dissolve and merge Cooperatives. (Franchise Agreement – Section 7.D).

#### System Website

We or our designees have established a website or series of websites or similar technologies, including mobile applications and other technological advances that perform functions similar to those performed on traditional websites, for the Smash My Trash Business network to advertise, market and promote Smash My Trash Businesses, the products and services they offer, and the Smash My Trash Business franchise opportunity; to facilitate the operations of Smash My Trash Businesses (including, at our option, online booking and/or sales); and/or for any other purposes that we determine are appropriate for Smash My Trash Businesses (those websites, applications and other technological advances are collectively called the “**System Website**”). If we include information about the Business on the System Website, then you must give us the information and materials that we periodically request concerning the Business and participate in the System Website in the manner that we periodically specify. We have the final decision concerning all information and functionality that appears on the System Website and will update or modify the System Website according to a schedule that we determine. By posting or submitting to us information or materials for the System Website, you are representing to us that the information and materials are accurate and not misleading and do not infringe any third party's rights. You must notify us whenever any information about you or the Business on the System Website changes or is not accurate.

We or our affiliate own all intellectual property and other rights in the System Website and all information it contains, including the domain name or URL for the System Website and all subsidiary websites, the log of “hits” by visitors, and any personal or business data that visitors (including you, your personnel and your customers) supply. We may use the Brand Fund's assets to develop, maintain, support and update the System Website. We may implement and periodically modify System Standards relating to the System Website and, at our option, may discontinue all or any part of the System Website, or any services offered through the System Website, at any time.

All Local Marketing that you develop for the Business must contain notices of the System Website in the manner that we periodically designate. You may not develop, maintain or authorize any other website, other online presence or other electronic medium (such as mobile applications, kiosks and other interactive properties or technology-based programs) that mentions or describes you, the Business or its products or services or that displays any of the Marks. Except for the System Website (if applicable), you may not conduct commerce or offer or sell any products or services using any website, another electronic means or medium, or otherwise over the Internet or using any other technology-based program without our approval. Nothing in the Franchise Agreement limits our right to maintain websites and technologies other than the System Website or to offer and sell products or services under the Marks from the System Website, another website or technology, or otherwise over the Internet (including to the Business's customers and prospective customers) without payment or obligation of any kind to you. (Franchise Agreement – Section 7.F)

### Social Media

You must comply with our policies and requirements, which we may periodically modify, concerning blogs, common social networks like Facebook, professional networks like Linked-In, live-blogging tools like X, virtual worlds, file, audio and video sharing sites like Pinterest, Instagram and TikTok, and other similar social networking or media sites or tools (collectively, “**Social Media**”) that in any way reference the Marks or involve the Business. These policies may involve prohibitions on your and your representatives' use of Social Media relating to the Marks or the Business. (Franchise Agreement – Section 7.G)

### Computer System

You must obtain and use the Computer System in operating the Business. We may periodically modify the specifications for and components of, and/or the technologies and functions for the Computer System. These modifications and/or other technological developments or events may require you to purchase, lease, and/or license new or modified computer hardware, software, and other components and technologies and to obtain service and support for the Computer System. No contract limits the frequency or cost of this obligation. While we cannot estimate the future costs of the Computer System or required service or support at this time, you must incur any costs associated obtaining, updating, adding to, or modifying the Computer System and required service or support. You must obtain Computer System components that we designate and ensure that your Computer System functions properly within 60 days after we deliver notice to you.

As of the date of this disclosure document, we require you to purchase the following Computer System and software, which provides management tools, operational systems, logistics and business systems needed to operate the Business:

- CRM software (provided by us or an affiliate)
- In-cab mobile devices with access to CRM and routing software (provided by us or an affiliate)
- Business management software (provided by us or an affiliate)
- Social media monitoring and posting software (provided by us or an affiliate)
- Navigation/routing software (provided by us or an affiliate)

- Fleet management software (provided by us or an affiliate)
- Email services (provided by us or an affiliate)
- Computer(s)
- Smart Phone(s)
- Truck video/camera(s) system (provided by us or an affiliate)
- Approved accounting software

It will cost approximately \$6,700 to \$11,700 to acquire the Computer System hardware and initial licenses for the required software for the Business.

We estimate that, as of the issuance date of this disclosure document, the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be \$1,000 or less. You must also pay us monthly technology fee payments, which will be approximately \$700 per month, assuming you have 1 owner, 1 salesperson, 1 driver, and 1 Truck (approximately \$8,400 annually). Your monthly technology fee payments will increase for each additional user and each additional Truck. However, if you (or your affiliate) are already paying a technology fee to us (or our affiliate) under another franchise agreement, you may not be required to pay any ongoing technology fee payments during the Franchise Agreement's term. The technology fee reimburses our costs to provide you Vonigo, HubSpot, G-Suite, truck monitoring and routing software, other software subscriptions, email services, and other technology for your Business. Upon 30 days' written notice to you, we may increase the fee annually by up to 10% each year.

We may in the future require you to use one or more applications in the operation of the Business. Those applications may only be compatible with certain operating devices or platforms.

Neither we, our affiliate, nor any third party has any obligation to provide ongoing maintenance, repairs, upgrades or updates to the Computer System. We do not require you to enter into any such contract with a third party but we may do so in the future. Because of varying system needs and market conditions, we are unable to estimate the cost of optional maintenance, updating, upgrading or support contracts for the Computer System.

We and our affiliates may condition any license of required or recommended software to you, and/or your use of technology developed or maintained by or for us (including the System Website), on your signing a software license agreement or similar document, or otherwise agreeing to the terms (for example, by acknowledging your consent to and accepting the terms of a click-through license agreement), that we and our affiliates periodically specify to regulate your use of, and our (or our affiliate's) and your respective rights and responsibilities concerning, the software or technology. We and our affiliates may charge you up-front and ongoing fees for any required or recommended software or technology that we or our affiliates license to you in the future and for other Computer System maintenance and support services provided during the term of the Franchise Agreement.

We will have independent, unlimited access to all information and data in your Computer System, including continuous independent access to all Customer Data (defined in Item 14). Apart from your obligation to buy, use, and maintain the Computer System according to our standards and specifications, you have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) the manner in which your Computer

System interfaces with our and any third party's computer system; and (3) any and all consequences if the Computer System is not properly operated, maintained, and upgraded. The Computer System permits 24 hours per day, 7 days per week electronic communications between you and us. (Franchise Agreement – Section 2.F)

## **Training**

The current training program that is provided to new franchisees after signing the Franchise Agreement and before opening the Smash My Trash Business includes the formal Initial Training Program. Training classes will primarily be led by a third-party vendor, Talking Trash Training, LLC ("T3"), and its principal owner, Patrick Kadasz. Mr. Kadasz has over 4 years of experience as an owner of a Smash My Trash Business and over 1 year of experience as an owner of a Heavyweight Waste® business. Mr. Kadasz also has over 2 years of experience in the franchisee training industry. Chuck Adams will lead any training that we directly provide. Mr. Adams has over 3 years of experience with us and our affiliates and approximately 4 years of experience in the franchise industry. The instructional materials consist of the Operating Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

### **Initial Training Program**

Approximately 4 weeks before your Business's scheduled opening date, all of your employees (including your General Manager) and your Principal Executive (if different from the General Manager) must attend the Initial Training Program in Phoenix, Arizona and complete the program to our satisfaction at least 1 week before opening the Business. However, if the Principal Executive has attended and completed the Initial Training Program to our satisfaction under an existing franchise agreement with us, we will not require the Principal Executive to attend the Initial Training Program. The Initial Training Program may include classroom training; instruction at our headquarters, T3's training facility in Phoenix, Arizona, and/or a Smash My Trash Business designated by us; remote training (including via Internet access) and/or self-study programs. We do not charge any fees for your personnel to attend the Initial Training Program, but you must pay for training materials and all travel, living and other expenses that you and your personnel incur during the program. If we decide that you or your personnel cannot complete the Initial Training Program to our satisfaction, we may require you or your personnel to attend additional training programs at your expense and for which we may charge reasonable fees. You and your personnel must complete training to our satisfaction at least 1 week before the Business's opening date.

The following table describes our current Initial Training Program:

### TRAINING PROGRAM

<b>Column 1 Subject</b>	<b>Column 2 Hours of Classroom Training</b>	<b>Column 3 Hours of On-The- Job Training</b>	<b>Column 4 Location</b>
Establishing the Business <ul style="list-style-type: none"> <li>- Licensing and Permitting</li> <li>- Administrative</li> <li>- Insurance</li> <li>- Banking</li> </ul> Strategy	2	0	Our facility in Carmel, Indiana, T3's facility in Phoenix, Arizona, or virtual
Developing a Plan <ul style="list-style-type: none"> <li>- Knowing your Territory</li> <li>- Competitive Review</li> <li>- Market Planning</li> <li>- Business Plan</li> </ul>	2	0	Our facility in Carmel, Indiana, T3's facility in Phoenix, Arizona, or virtual
Understanding the Equipment <ul style="list-style-type: none"> <li>- Basics</li> <li>- How to Operate</li> <li>- Technical Details</li> <li>- Safety</li> </ul>	0	6	T3's facility in Phoenix, Arizona
Marketing and Business Development <ul style="list-style-type: none"> <li>- Brand Standards</li> <li>- Marketing Support</li> <li>- Customized Website</li> <li>- Lead Generation</li> <li>- Deal Management and</li> </ul>	0	2	T3's facility in Phoenix, Arizona

<b>Column 1 Subject</b>	<b>Column 2 Hours of Classroom Training</b>	<b>Column 3 Hours of On-The- Job Training</b>	<b>Column 4 Location</b>
Conversion Process - Sales Model - Generating Revenues - Strategic Planning			
Operations and Management - Staffing - Logistics - Territory Planning - Delivering Great Service - Customer Service	2	0	Our facility in Carmel, Indiana, T3's facility in Phoenix, Arizona, or virtual
Administrative - Paperwork - Banking - Financial Management - Payroll	1	0	Our facility in Carmel, Indiana, T3's facility in Phoenix, Arizona, or virtual
Executing Your Plan - Go to Market - Financial Goals - Customer Acquisition Targets	0	6	T3's facility in Phoenix, Arizona
Infield Training - Operations training - Safety training - Vendor relationships - Service pricing & terms training Prospect sales training & demonstrations	0	18	T3's facility in Phoenix, Arizona
<b>TOTALS:</b>	7 Hours	32 Hours	

We typically conduct all or portions of the Initial Training Program at our facility in Carmel, Indiana, T3's training facility in Phoenix, Arizona and/or virtually as often as needed to train new franchisees. There is no set frequency for the program, although we anticipate holding in-person training classes approximately once every other month.

### Ongoing Training

During the Franchise Agreement's term, we may require you and/or your personnel, including your Principal Executive and General Manager (if different from the Principal Executive), to attend and satisfactorily complete various ongoing training courses and programs and evaluation programs, including online training, that we choose to provide (or arrange for third party suppliers to provide) periodically at the times and locations we designate. Your personnel whom we periodically specify also must attend any conventions or other programs that we periodically specify for some or all Smash My Trash Businesses. We may charge reasonable fees for these training courses, programs and conventions. If you request and we agree to provide additional or special guidance, assistance, or training, you must pay us then applicable charges, including per diem charges and any travel and living expenses for our personnel. Any specific ongoing training, conventions, advice or assistance that we provide does not create an obligation to continue providing that specific training, convention, advice or assistance, all of which we may discontinue and modify at any time. (Franchise Agreement – Sections 4.D and 4.E)

## **Item 12**

### **TERRITORY**

You will operate the Business within a Territory that we must first accept. We will define your Territory in an Exhibit to the Franchise Agreement before we and you sign it. We typically determine Territories using geographic boundaries and population. The population of your Territory will be determined by our third-party mapping service that provides population data by zip code. In general, the Territory will have a minimum population of approximately 200,000 (without material variance up or down). If the population of the Territory materially exceeds 200,000, we may charge you an Additional Population Fee.

We typically will not permit you to relocate the Territory in which your Business operates. If you are complying with the Franchise Agreement, neither we nor our affiliates will establish, nor license the establishment of, another Smash My Trash Business, either (1) in your Territory, or (2) outside of the Territory and which services customers within the Territory.

At all times, we and our affiliates have the right to engage in any activities we or they deem appropriate that the Franchise Agreement does not expressly prohibit, whenever and wherever we or they desire. This includes:

- (a) serving (or authorizing one or more other Smash My Trash Businesses to serve) customers in the Territory if we have delivered written notice to you stating that: (1) you are in default of the Franchise Agreement; or (2) you are incapable, in our reasonable opinion, of meeting customer demand in the Territory; provided that this will be in addition to our and our affiliate's other rights and remedies (including the right to terminate the

Franchise Agreement) and neither we, our affiliates, nor our franchisees will be required to provide any compensation to you in connection with serving such customers;

(b) serving (or authorizing one or more other Smash My Trash Businesses to serve) a particular customer in the Territory if we have delivered written notice to you stating that: (1) you have failed, in our reasonable opinion, to properly serve such customer; or (2) you will not, in our reasonable opinion, properly serve such customer; provided that this will be in addition to our and our affiliate's other rights and remedies (including the right to terminate the Franchise Agreement) and neither we, our affiliates, nor our franchisees will be required to provide any compensation to you in connection with serving such customer(s);

(c) serving (or authorizing one or more other Smash My Trash Businesses to serve) National Account facilities in the Territory if you notify us or demonstrate, in our reasonable opinion, that you elect not to service such facility(ies), if we have delivered written notice to you stating that we have determined that you have elected not to service such National Account facility(ies); provided that this will be in addition to our and our affiliate's other rights and remedies (including the right to terminate the Franchise Agreement) and neither we, our affiliates, nor our franchisees will be required to provide any compensation to you in connection with serving such National Account facility(ies);

(d) establishing and operating, and granting rights to others to establish and operate, on any terms and conditions we deem appropriate, Smash My Trash Businesses at any locations outside the Territory;

(e) establishing and operating, and granting rights to others to establish and operate, on any terms and conditions we deem appropriate, waste compaction businesses or any similar or dissimilar businesses that either are not primarily identified by the Marks or do not use the Franchise System at any location, whether within or outside the Territory;

(f) selling and licensing others to sell products and services to customers, whether located inside or outside the Territory, through channels of distribution (including the Internet) so long as such products and services are not provided through a Smash My Trash Business located in the Territory or serving customers within the Territory, and are different from the products and services provided by the Business;

(g) all rights relating directly or indirectly to the Marks, and all products and services associated with any of the Marks, in any methods of distribution, except as specifically set forth above. This includes providing, and granting rights to others to provide (except as specifically set forth above), products and services to customers and other third parties that are similar or dissimilar to, or competitive with, any products and services that Smash My Trash Businesses provide, whether identified by the Marks or other trademarks or service marks, regardless of the method of distribution (including through the System Website, other retail outlets and shipping and delivery), and at any locations;



(h) advertising to, soliciting, entering into contracts with and servicing (either directly or through our affiliates, other Smash My Trash Business franchisees, or other third parties) National Accounts outside the Territory;

(i) acquiring the assets or ownership interests of, or being acquired (regardless of the form of transaction) by, one or more businesses providing products and services similar or dissimilar to those provided by Smash My Trash Businesses, and franchising, licensing or creating other arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating, whether within or outside the Territory; and

(j) requiring you to provide container service for and/or share customer opportunities with our affiliate, HWFP, and/or its franchisees, whether inside the Territory. This may include (subject to applicable laws) pricing requirements, service requirements and/or revenue share structures with respect to HWFP, its franchisees, and/or their respective customers.

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

You may not perform services or sell products related to your Business outside of the Territory without our prior written consent, which we may grant, withhold or withdraw as we deem appropriate. We may condition our consent on such requirements as we deem appropriate. You may not solicit or advertise to customers outside of the Territory without our prior written consent. “Solicit” includes solicitation in person, by telephone, by mail, through the Internet, social media, email or other electronic means, and by distribution of brochures, business cards or other materials or any other advertising. If any solicitation of customers within the Territory is conducted through media that will or may reach persons outside of the Territory, you must notify us in advance and obtain our consent. If you receive a request for services or products from outside the Territory, you must refer that request to the Smash My Trash Business located in the applicable territory (or to us or our affiliates if we have not assigned the applicable territory to a Smash My Trash Business). Despite this requirement, under limited circumstances, you may process a request from outside the Territory if the requested service is permitted or required under our policies as set forth in the Operations Manual or otherwise designated by us. If we permit or require you to advertise, solicit, service or sell in areas outside of the Territory that are not serviced by another Smash My Trash Business or by us or our affiliate, you must comply with all of the conditions and other requirements that we may periodically specify in the Operations Manual or otherwise in writing regarding those activities. We may at any time condition your out-of-Territory sales and services on (a) your agreement to purchase the franchise rights for the territory in which the sales and services are being performed; or (b) execution of any other addenda or documents that we require. At any time upon our demand or upon notice from us that the territory in question has been assigned to another Smash My Trash Business, you must immediately cease all activities in that territory and comply with our procedures for the transition of customer accounts for that territory. Under no circumstances will we be liable to you for violations by other Smash My Trash Businesses of our policies on out-of-Territory sales and services.

We anticipate that your Business Location will initially be a home office or small warehouse facility setting located in your Territory. The Business Location must be located in the Territory.

You have no options, rights of first refusal, or similar rights to acquire additional franchises within your Territory or contiguous territories.

If you fail to maintain at least 1 Truck (or additional Trucks, if you achieve the Additional Truck Threshold) (the “**Minimum Equipment**”) at any time during the Franchise Agreement’s term (a “**Minimum Equipment Default**”), you will have: (a) 30 days after receiving written notice from us to pay us, our affiliate, or approved third-party vendor (as applicable) in full for the Truck(s) needed to achieve the Minimum Equipment requirements; and (b) 90 days after receiving written notice from us to obtain the Truck(s) needed to achieve the Minimum Equipment requirements (together, the “**Minimum Equipment Default Cure Period**”). The Minimum Equipment Default Cure Period will not be extended for any reason, even if your failure to timely cure the Minimum Equipment Default is a result of factors beyond your reasonable control. If you fail to cure a Minimum Equipment Default within the Minimum Equipment Default Cure Period, we will have the right, in addition to any other rights and remedies that we may have (including our right to terminate the Franchise Agreement), to modify and reduce your Territory to a smaller geographic area that is proportionate to the number of Trucks that you have in operation as of the expiration date of the Minimum Equipment Default Cure Period. A modified Territory will likely exclude areas where you actively operate. If we reduce your Territory under these circumstances, you may lose customers that you were servicing in certain parts of your Territory. Upon such reduction: (1) your rights, and the restrictions on us and our affiliates, will no longer apply in the area removed from the Territory; and (2) we and our affiliates may operate, and authorize others to operate, Smash My Trash Businesses in the area removed from the Territory and engage, and allow others to engage, in any other activities we and our affiliates desire within the removed area, without any restrictions.

Otherwise, we may not alter your Territory or modify your territorial rights before your Franchise Agreement expires or is terminated, although we may do so for a successor franchise.

We currently do not operate or franchise any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell, but we may do so in the future. However, our affiliate, HWFP, offers franchises for waste removal businesses under the “Heavyweight Waste®” brand and marks. Our affiliate, Heavyweight Waste Ventures, operates Heavyweight Waste® businesses. HWFP and Heavyweight Waste Ventures share our principal business address. HWFP and Heavyweight Waste Ventures do not maintain offices or training facilities that are physically separate from our offices and training facilities. All businesses that these affiliates and their franchisees operate may solicit and accept orders from customers near your Business. Because they are separate companies, we do not expect any conflicts between us and our franchisees or our franchisees and Heavyweight Waste Ventures or HWFP’s franchisees regarding territory, customers, or support, and we have no obligation to resolve any perceived conflicts that might arise. Any disputes between you and us related to the Heavyweight Waste® businesses or the Heavyweight Waste® brand will be resolved according to the dispute resolution procedures described in Item 17 of this disclosure document.

### Item 13

#### TRADEMARKS

We grant you the non-exclusive right under the Franchise Agreement to use and display the Marks in operating, marketing, and advertising the Business. Our affiliate has registered the following principal Marks on the Principal Register of the United States Patent and Trademark Office (the “PTO”) and has filed all required affidavits with respect to the Marks:

Mark	Registration Number	Date Registered
SMASH MY TRASH	5083318	November 15, 2016
	5538297	August 14, 2018
	6050497	May 12, 2020
The More We Smash, The More You Save	6841885	September 13, 2022
We Smash, You Save	6909363	November 29, 2022
Smash Truck	6849121	September 20, 2022
Smash More Save More	6886890	November 1, 2022

Genesis Innovations, LLC (“**Licensors**”) has licensed us the right to use the Marks and to sublicense the use of the Marks to you and other franchisees for the operation of Smash My Trash Businesses under a license agreement dated January 1, 2019 (the “**Trademark License Agreement**”). The Trademark License Agreement is perpetual in duration. Licensors may terminate the Trademark License Agreement only if: (1) we materially misuse the Marks and fail to correct the misuse; or (2) we discontinue commercial use of the Marks for a continuous period of more than 1 year. If the Trademark License Agreement is terminated, your franchise rights will remain unaffected. No other agreement significantly limits our rights to use or license the use of the Marks in a manner material to the franchise.

On July 12, 2024, Licensor filed a Notice of Opposition with the Trademark Trial and Appeal Board to oppose Hoffbauer Disposal Services LLC's trademark application for the mark "KISS MY TRASH" (the "**Hoffbauer Mark**") due to a likelihood of confusion with and dilution of certain Marks. On January 27, 2025, Licensor and Hoffbauer Disposal Services LLC entered into a settlement agreement under which Hoffbauer Disposal Services LLC agreed to only use the Hoffbauer Mark in connection with the rental of dumpsters and to restrict its use of the Hoffbauer Mark to Ohio, Michigan, Indiana, Kentucky, West Virginia and Pennsylvania.

Except as disclosed above, we do not know of superior prior rights or infringing uses that could materially affect your use of the Marks. There are no currently effective material determinations of the PTO, the Trademark Trial and Appeal Board, any state trademark administrator, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation involving the Marks.

You must follow our rules and System Standards when using the Marks. You must notify us immediately of any actual or apparent infringement of or challenge to your use of any Marks, or of any person's claim of any rights in any Marks. You may not communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge or claim. We may take the action that we deem appropriate (including no action) and control exclusively any litigation, PTO proceeding or other proceeding relating to any infringement, challenge or claim or otherwise concerning any Marks. You must sign any documents and take any reasonable actions that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or PTO or other proceeding or otherwise to protect and maintain our interest in the Marks. At our option, we may defend and control the defense of any litigation or proceeding relating to any Marks.

We will reimburse you for all damages and expenses you incur or for which you are liable in any proceeding challenging your right to use any Mark, but only if your use is consistent with the Franchise Agreement, the Operations Manual and System Standards and you have timely notified us of, and comply with our directions in responding to, the proceeding.

If we believe at any time that it is advisable for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your expenses in complying with these directions (such as costs you incur in changing the Business's signs or replacing supplies), for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

## **Item 14**

### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

No patents or patent applications are material to the franchise. We claim copyrights in the Operations Manual, advertising, training and promotional materials, and similar items used in operating the Business. We have not registered these copyrights with the U.S. Registrar of

Copyrights but need not do so at this time to protect them. You may use these materials only as we specify while operating the Business and must modify or discontinue using them as we direct.

There currently are no effective determinations of the PTO, United States Copyright Office or any court regarding any of the copyrighted materials. No agreement limits our right to use or license the copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect your using the copyrighted materials. We need not protect or defend copyrights or take any action if notified of infringement, and you have no obligation to notify us of any infringement. We may take the action we deem appropriate (including no action) and exclusively control any proceeding involving the copyrights. No agreement requires us to participate in your defense or indemnify you for damages or expenses in a proceeding involving a copyright or claims arising from your use of copyrighted items.

We will disclose certain Confidential Information to you during the Franchise Agreement's term. "**Confidential Information**" includes establishment plans for Smash My Trash Businesses; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge and experience used in establishing and operating Smash My Trash Businesses; marketing research and promotional, marketing, advertising, public relations, customer relationship management and other brand-related materials, tools and programs for Smash My Trash Businesses; knowledge of specifications for and suppliers of, and methods of ordering, certain Operating Assets and other products that Smash My Trash Businesses use and/or sell; knowledge of the operating results and financial performance of Smash My Trash Businesses other than the Business; terms of arrangements and other data associated with National Accounts, including third party brokerage arrangements; customer communication and retention programs, along with data used or generated in connection with those programs, including Customer Data; and any other information we reasonably designate as confidential or proprietary. However, Confidential Information does not include information, knowledge or know-how that is or becomes generally known in the waste compaction industry (without violating an obligation to us or our affiliate) or that you knew from previous business experience before we provided it to you or before you began training or operating the Business. If we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that this exclusion is fulfilled.

The Confidential Information is proprietary and includes our trade secrets. You and your owners (a) may not use any Confidential Information in any other business or capacity, whether during or after the Franchise Agreement's term; (b) must keep the Confidential Information absolutely confidential, both during the Franchise Agreement's term and after for as long as the information is not in the public domain; (c) may not make unauthorized copies of any Confidential Information disclosed in written or other tangible or intangible form; (d) must adopt and implement all reasonable procedures that we periodically designate to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Business personnel and others needing to know the Confidential Information to operate the Business, and using confidentiality agreements with those having access to Confidential Information. We may regulate the form of agreement that you use and be a third-party beneficiary of that agreement with independent enforcement rights; and (e) may not sell, trade or otherwise profit in any way from the Confidential Information, except during the Franchise Agreement's term using methods we approve.

You must comply with our System Standards, other directions from us, prevailing industry standards (including payment card industry data security standards), all contracts to which you are a party or otherwise bound, and all applicable laws and regulations regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of Customer Data on your Computer System or in your possession or control. You also must employ reasonable means to safeguard the confidentiality and security of Customer Data. “**Customer Data**” means names, contact information, financial information, booking and purchase history and other personal information of or relating to the Business’s customers and prospective customers. If there is a suspected or actual breach of security or unauthorized access involving your Customer Data (“**Data Security Incident**”), you must notify us immediately after becoming aware of it and specify the extent to which Customer Data was compromised or disclosed. You must comply with our instructions in responding to any Data Security Incident. We have the right, but no obligation, to control the direction and handling of any Data Security Incident and any related investigation, litigation, administrative proceeding or other proceeding at your expense.

We and our affiliates may, through the Computer System or other means, have access to Customer Data. During and after the Franchise Agreement’s term, we and our affiliates may make all disclosures and use the Customer Data in our and their business activities and in any manner that we or they deem necessary or appropriate. You must secure from your vendors, customers, prospective customers and others all consents and authorizations, and provide them all disclosures, that applicable law requires to transmit the Customer Data to us and our affiliates and for us and our affiliates to use that Customer Data in the manner that the Franchise Agreement contemplates.

You must promptly disclose to us all ideas, concepts, techniques or materials relating to a Smash My Trash Business that you or your owners, employees or contractors create (collectively, “**Innovations**”). Innovations are our sole and exclusive property, part of the Franchise System, and works made-for-hire for us. If any Innovation does not qualify as a work made-for-hire for us, you assign ownership of that Innovation, and all related rights to that Innovation, to us and must sign (and cause your owners, employees and contractors to sign) whatever assignment or other documents we request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our affiliates have no obligation to make any payments to you or any other person for any Innovations. You may not use any Innovation in operating the Business or in any other way without our prior approval.

## **Item 15**

### **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

Only you are authorized to operate the Business. You must operate the Business for the Franchise Agreement’s entire term and at all times faithfully, honestly and diligently perform your obligations and fully exploit the rights granted under the Franchise Agreement.

If you are an entity, an individual whom we approve (the “**Principal Executive**”) must at all times during the term of the Franchise Agreement: (a) own more than 50% of the ownership interests in you; (b) have the authority under your governing documents to authorize a merger,

liquidation, dissolution or transfer of substantially all of your assets and otherwise direct and control your management and policies without the vote or consent of any other person or entity; and (c) devote sufficient time and attention to the operation, promotion and enhancement of the Business. The Franchise Agreement does not require the Principal Executive to participate personally in the direct operation of the Business, but we recommend that he or she do so.

You must also designate an individual as your General Manager. The “**General Manager**” will serve as the Business’s general manager and devote all of his or her business time and attention to the management and operation of the Business. The General Manager need not have any ownership interest in the Business or in you but must have the authority over all day-to-day business decisions for you and the Business. The Principal Executive and General Manager must complete the Initial Training Program to our satisfaction. If the General Manager fails to serve in this capacity, you must designate a replacement and ensure that he or she satisfactorily completes the training that we then require, within 60 days. The same person may serve as the Principal Executive and the General Manager.

Each of your owners must sign a guaranty promising to be personally bound, jointly and severally, by all of Franchise Agreement’s provisions and any ancillary agreements between you and us. The General Manager must sign a key personnel agreement promising to be bound, jointly and severally, by the confidentiality, non-compete and transfer restrictions in the Franchise Agreement. We do not require owners’ spouses to sign guaranties.

The General Manager and all of the Business’s employees having access to Confidential Information must sign agreements in a form we reasonably specify under which they agree to comply with the confidentiality restrictions in the Franchise Agreement.

## **Item 16**

### **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

The Business must offer all products and services that we periodically specify as being mandatory. You may not offer, sell, or provide at the Business, the Business Location, or any other location any products or services that we have not authorized. You must discontinue offering, selling or providing any products or services that we at any time disapprove in writing. You may not sell any products at wholesale without our written consent. You must use the Truck(s) solely for the Business.

We may permit or require you to offer and sell certain ancillary products and services other than waste compaction services (the “**Ancillary Services**”). You may not provide any Ancillary Services without our written consent.

We may periodically change the types of goods and other authorized services and products for the Business and there are no limits on our right to make changes.

We do not restrict your access to customers, except that all sales must be made to customers in your Territory unless, under limited circumstances, we provide our written consent for you to provide services to customers outside of your Territory.

Our affiliate, HWFP, and its franchisees may serve customers in your Territory specific to the Heavyweight Waste® franchise model. We may require you to provide services and/or share customer opportunities with a Heavyweight Waste® business operating in your Territory. This includes (subject to applicable laws) pricing requirements, service requirements, and revenue share structures. In some cases, you may provide Smash My Trash services to a Heavyweight Waste® customer; in other cases, Heavyweight Waste® may provide services to a Smash My Trash customer. In all scenarios, we may establish required terms of service between both franchise operations.

Our System Standards may regulate, and periodically specify, maximum, minimum, or other pricing requirements for products and services that the Business offers, including requirements for promotions, special offers and discounts in which some or all Smash My Trash Businesses participate, to the maximum extent the law allows; standards and requirements for vehicles, training, qualifications, reports, conduct and appearance of personnel, use of materials and supplies, participation in the National Accounts program, and shipping and delivery methods; and issuing and honoring gift certificates, gift cards, stored value cards and similar items and participating in other promotions, including any customer loyalty programs and promotions and procedures for resolving customer complaints.

You must not sell, sublease, scrap, donate, barter, or otherwise dispose of any equipment used in the operation of the Business, including Trucks, parts, inventory, tools, and communication devices (the “**Equipment**”), without our prior written consent. During the Franchise Agreement’s term, we will have a right of first opportunity to purchase from you any Equipment (the “**Equipment ROFO**”). You must promptly provide written notice to us if you wish to sell, sublease, scrap, donate, barter or otherwise dispose of any Equipment (the “**Franchisee Notice**”). To exercise the Equipment ROFO, we must: (a) provide you written notice, within 10 days following the date we receive the Franchisee Notice, that we desire to exercise the Equipment ROFO (the “**SFP Notice**”); and (b) sign a purchase agreement and related documents with you for the right to purchase the Equipment at fair market value, as determined by us in our reasonable opinion, less a restocking fee equal to 5% of the fair market value, within 30 days following the date we receive the Franchisee Notice. We may set off against the purchase price of the Equipment, and reduce the purchase price by, any and all amounts you owe us and/or our affiliates. We are entitled to all customary representations, warranties and indemnities in our Equipment purchase, including representations and warranties as to ownership and condition of, and title to, the Equipment, liens and encumbrances on the Equipment, validity of contracts and agreements, and liabilities affecting the Equipment, contingent or otherwise, and indemnities for all actions, events and conditions that existed or occurred in connection with the Equipment prior to the closing of the purchase. At the closing, you must deliver instruments transferring to us good and merchantable title to the Equipment, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and transfer taxes paid by you. If you cannot deliver clear title to the Equipment, or if there are other unresolved issues, the sale will be closed through an escrow. We may assign these rights to any person or entity (who may be our affiliate), and that person or entity will have all of these rights and obligations.



## 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	1.B and 14.C of Franchise Agreement	Franchise Agreement expires 10 years after the opening date of the Business. If you continue operating after expiration, we may treat the term as extended on a week-to-week basis until either we or you deliver notice ending that extension.
b. Renewal or extension of the term	14.A of Franchise Agreement	Under the Franchise Agreement you may acquire 1 successor franchise of 5 years if you have complied with your obligations under the Franchise Agreement and other agreements, you provide written notice, you have renovated and/or remodeled the Business Location, added or replaced Operating Assets, and otherwise meet then current requirements for new similarly situated Smash My Trash Businesses.
c. Requirements for franchisee to renew or extend	14.B of Franchise Agreement	Under the Franchise Agreement, upon renewal, you must sign our then current form of franchise agreement (which may be materially different from the Franchise Agreement), pay us successor franchise fee of \$10,000 and sign release (to the extent state law allows).
d. Termination by franchisee	15.A of Franchise Agreement	You may terminate the Franchise Agreement if we materially breach and fail to cure within 30 days after notice or, if we cannot reasonably correct the breach in 30 days, then if we do not cure within a reasonable time.
e. Termination by franchisor without cause	Not applicable	We may not terminate the Franchise Agreement without cause.
f. Termination by franchisor with cause	15.B-C of Franchise Agreement	We may terminate the Franchise Agreement if you or your owners commit any one of several violations.  We may exercise a list of alternative remedies instead of terminating the Franchise Agreement.
g. “Cause” defined – curable defaults	2.D. and 15.B of Franchise Agreement	Under the Franchise Agreement you have 72 hours to fully cure violations of law or any failed Department of Transportation inspection, 10 days to cure payment defaults, 90 days to cure a Minimum Equipment Default (with 30 days to make all required payments for the Minimum Equipment) and 30 days to cure other defaults not listed in (h) below.
h. “Cause” defined – non-curable defaults	15.B of Franchise Agreement	Non-curable defaults under the Franchise Agreement include material misrepresentation or omission, failure to satisfactorily complete training, failure to open Business on time, abandonment or failure to actively operate, surrender or

<b>Provision</b>	<b>Section in franchise or other agreement</b>	<b>Summary</b>
		transfer of your or Business's control, conviction of or pleading no contest to felony, any dishonest, unethical or illegal conduct that adversely impacts reputation or goodwill, failure to maintain insurance, interference with our rights to inspect the Business or audit books and records, unauthorized transfer, termination of another agreement between you and us, violation of non-compete or confidentiality restrictions, failure to pay taxes, suppliers or lenders, repeated defaults, knowingly submitting false reports or false information to us, and bankruptcy-related events.
i. Franchisee's obligations on termination/ non-renewal	16 of Franchise Agreement	Pay amounts due (including liquidated damages), stop identifying as our franchisee or using Marks or similar marks, de-identify Business, cease using Confidential Information, and return Operations Manual (see also (o) and (r) below).
j. Assignment of contract by franchisor	13.A of Franchise Agreement	We may assign the Franchise Agreement and change our ownership or form without restriction.
k. "Transfer" by franchisee - defined	13.B of Franchise Agreement	Includes transfer of any interest in the Franchise Agreement, the Business or its assets or your business, or any direct or indirect ownership interest in you if you are an entity, or which results in the transfer or creation of a controlling ownership interest in you.
l. Franchisor approval of transfer by franchisee	13.B to 13.H of Franchise Agreement	No transfers under the Franchise Agreement without our approval.
m. Conditions for franchisor approval of transfer	13.B to 13.H of Franchise Agreement	<p>Under the Franchise Agreement, conditions for non-control transfer are compliance with agreements, you provide notice and information to us at least 30 days before proposed transfer, sign general release (to the extent state law allows), transferee and its owners meet standards and have no ownership interest in or perform services for a competitive business, transferring owners agree not to use Marks or compete, you and owners agree to sign agreement and related documents to reflect new ownership structure, and you must pay a transfer fee of \$10,000.</p> <p>Under the Franchise Agreement, conditions for control transfer are compliance with agreements, you provide notice and information to us at least 30 days before proposed transfer, sign general release (to the extent state law allows), transferee and its owners meet standards and have no ownership interest in or perform services for a competitive business, transferring owners agree not to use Marks or compete, new personnel complete training, transferee or you repair and/or replace Operating Assets and upgrade the Business and Business Location under Franchise Agreement, transferee (at our option) either agrees to be bound by current Franchise Agreement or signs our then current form of agreement and related documents (which may contain different provisions), you or transferee pay transfer fee of \$5,000 plus 50% of the then current initial franchise fee and reimbursement of any</p>

<b>Provision</b>	<b>Section in franchise or other agreement</b>	<b>Summary</b>
		broker fees and/or commissions we incur, price and payment terms do not adversely affect operation, and transferee subordinates obligations.
n. Franchisor's right of first refusal to acquire franchisee's business	13.H of Franchise Agreement	We have the right to match offers under certain conditions.
o. Franchisor's option to purchase franchisee's business	16.E of Franchise Agreement	We may purchase the Business's assets when the Franchise Agreement expires or terminates and manage the Business pending our purchase.
p. Death or disability of franchisee	13.F of Franchise Agreement	Must transfer to an approved transferee within 6 months.
q. Non-competition covenants during the term of the franchise	12 of Franchise Agreement	No owning interest in, providing services for, loaning or leasing to, or diverting any actual or potential business or customer of the Business to a competitive business.
r. Non-competition covenants after the franchise is terminated or expires	16.D of Franchise Agreement	For 3 years, no owning interest in or providing services for a competitive business (a) within the Territory; (b) within a 30 mile radius of the Territory; or (c) within a 30 mile radius of any other Smash My Trash Business.
s. Modification of the agreement	18.J of Franchise Agreement	Modifications only by written agreement of the parties, but we may change the Operations Manual, System Standards and Franchise System.
t. Integration/merger clause	18.L of Franchise Agreement	Only terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside of the Disclosure Document and the Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the franchise disclosure document, its exhibits, and amendments.
u. Dispute resolution by arbitration or mediation	18.F of Franchise Agreement	We and you must arbitrate all disputes (except claims related to the Marks, other intellectual property that is part of the Franchise System, or requests by you or us for temporary restraining orders, preliminary injunctions or other procedures to obtain interim relief) within 10 miles of our then current principal business address (currently Carmel, Indiana) (subject to state law).
v. Choice of forum	18.H of Franchise Agreement	Subject to arbitration obligations, litigation is in (or closest to) the state and city of our then current principal business address (currently Carmel, Indiana) (subject to state law).
w. Choice of law	18.G of Franchise Agreement	Except for Federal Arbitration Act and other federal law, Delaware law applies to all claims (subject to state law).

## 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.

Before May 2023, our franchisees could purchase rights to develop and operate a Smash My Trash Business in more than 1 Territory under a single franchise agreement (the "**Prior Model**"). As of May 2023, our franchisees must sign a separate franchise agreement for each Territory (the "**Current Model**"). The tables below show data for Smash My Trash Businesses that operate under both the Prior Model and the Current Model. As a result, we have indicated the number of Territories in which each Smash My Trash Business had the right to operate as of the end of the applicable reporting period. In some instances, franchisees have purchased the rights to operate in several Territories but have not yet expanded to operate in all of those Territories. In these circumstances, we have reported the number of Territories that the applicable Smash My Trash Business covers and in which the franchisee has the right to operate, even if the franchisee does not yet operate in all such Territories. In addition, some franchisees report data to us for all of their and their affiliates' Territories on an aggregate basis (even if certain of those Territories are operated by separate franchisee entities and/or under separate franchise agreements). In these circumstances, we have reported the aggregate population, aggregate number of Territories, aggregate number of Trucks, and aggregate Gross Sales for these affiliated Smash My Trash Businesses as a single Covered Business (as defined below).

For purposes of this Item 19, "Gross Sales" means all revenue that each Smash My Trash Business reported receiving or otherwise deriving directly or indirectly from waste compaction services and Ancillary Services conducted by the Smash My Trash Business, whether from cash, check, credit and debit card, barter, exchange, trade credit, or other credit transactions, including any implied or imputed Gross Sales from any business interruption insurance. However, "Gross Sales" excludes (a) sales taxes, use taxes, and other similar taxes added to the sales price, collected from the customer and paid to the appropriate taxing authority; (b) any bona fide refunds and credits that are actually provided to customers; and (c) the face value of coupons or discounts that customers redeem. If the owner(s) of the Smash My Trash Business also own a "Heavyweight Waste" business, "Gross Sales" also excludes any revenue that the Smash My Trash Business reported receiving from the provision of hauling services.

Our franchisees reported the below financial data to us. The source of such data was our franchisees' POS system.

### Gross Sales for All Covered Businesses

As of December 31, 2024, we had affiliate-owned Smash My Trash Businesses open and operating in 16 Territories and franchised Smash My Trash Businesses open and operating in 504 Territories. All of the affiliate-owned Smash My Trash Businesses were excluded from the historical Gross Sales below. Of the franchised Smash My Trash Businesses in operation as of December 31, 2024, 2 franchised Smash My Trash Businesses (covering, in the aggregate, 4 Territories) were not open for a full year as of December 31, 2024 and were excluded from the historical Gross Sales below. The table below includes the Gross Sales for the remaining 110 franchised Smash My Trash Businesses (covering, in the aggregate, 500 Territories) that were in operation during all of the 2024 calendar year (the “**Covered Businesses**”). The Covered Businesses include 6 existing franchised Smash My Trash Businesses that acquired, in the aggregate, 14 additional Territories in 2024 (even though those 14 Territories were not open and operating for a full year as of December 31, 2024). The table below describes the historical Gross Sales of the Covered Businesses between January 1, 2024 and December 31, 2024 (the “**Covered Period**”).

### **Gross Sales for All Covered Businesses During the Covered Period**

<u>Smash My Trash Business</u>	<u>Population</u>	<u># of Territories</u>	<u># of Trucks</u>	<u>Gross Sales During the Covered Period</u>	<u>Notes</u>
Franchise 1	1,527,858	7	3	\$876,626	See Note (4) below.
Franchise 2	740,553	5	3	\$1,248,468	The Smash My Trash Business initially covered only 1 Territory. The population corresponds with the initial 1 Territory. The initial Territory was determined based on the number of businesses in the Territory rather than population count.
Franchise 3	727,062	3	2	\$990,805	See Note (7) below.
Franchise 4	650,518	3	1	\$443,795	
Franchise 5	704,418	3	1	\$313,175	
Franchise 6	2,390,067	4	4	\$2,878,336	See Note (5) below.
Franchise 7	1,034,266	2	3	\$993,922	The Territories were determined based on the number of businesses in the Territories rather than population count.

<b><u>Smash My Trash Business</u></b>	<b><u>Population</u></b>	<b><u># of Territories</u></b>	<b><u># of Trucks</u></b>	<b><u>Gross Sales During the Covered Period</u></b>	<b><u>Notes</u></b>
Franchise 8	1,423,381	5	3	\$829,982	See Note (5) below.
Franchise 9	869,352	7	5	\$1,764,349	The Smash My Trash Business initially covered only 4 Territories. The population corresponds with the initial 4 Territories. See also Note (7) below.
Franchise 10	667,758	3	1	\$221,669	
Franchise 11	798,070	7	3	\$1,279,008	The Smash My Trash Business initially covered only 1 Territory. The population corresponds with the initial 1 Territory. See also Note (7) below.
Franchise 12	683,378	9	3	\$1,008,064	See Note (5) below.
Franchise 13	698,668	3	1	\$425,924	
Franchise 14	1,033,921	5	2	\$528,982	
Franchise 15	347,041	1	1	\$186,200	See Note (9) below.
Franchise 16	854,549	4	2	\$779,140	See Note (7) below.
Franchise 17	1,510,136	7	4	\$2,356,424	See Note (7) below.
Franchise 18	407,703	1	1	\$300,368	See Note (7) below.
Franchise 19	650,397	3	2	\$552,412	
Franchise 20	419,590	5	3	\$547,090	The Smash My Trash Business initially covered only 2 Territories. The population corresponds with the initial 2 Territories. See also Note (5) below.
Franchise 21	856,825	4	3	\$935,209	The Smash My Trash Business initially covered only 3 Territories. The population corresponds with the initial 3 Territories. See also Note (7) below.
Franchise 22	667,408	3	2	\$491,898	
Franchise 23	1,575,733	3	2	\$709,508	The Smash My Trash Business initially covered 7 Territories. The population corresponds with the initial 7 Territories.
Franchise 24	1,304,414	7	3	\$1,052,258	The Smash My Trash Business initially covered only 6 Territories. The population corresponds with the initial 6 Territories. See also Note (7) below.

<b><u>Smash My Trash Business</u></b>	<b><u>Population</u></b>	<b><u># of Territories</u></b>	<b><u># of Trucks</u></b>	<b><u>Gross Sales During the Covered Period</u></b>	<b><u>Notes</u></b>
Franchise 25	1,206,397	10	4	\$1,561,899	The Smash My Trash Business initially covered only 6 Territories. The population corresponds with the initial 6 Territories. See also Note (7) below.
Franchise 26	1,133,608	7	4	\$1,527,109	The Smash My Trash Business initially covered only 5 Territories. The population corresponds with the initial 5 Territories. See also Notes (4) and (7) below.
Franchise 27	426,147	2	3	\$652,656	See Note (7) below.
Franchise 28	433,210	2	4	\$1,538,795	See Note (7) below.
Franchise 29	450,914	2	2	\$825,002	See Note (7) below.
Franchise 30	637,566	4	2	\$555,476	The Smash My Trash Business initially covered only 3 Territories. The population corresponds with the initial 3 Territories. See also Note (7) below.
Franchise 31	422,913	2	2	\$434,534	See Note (7) below.
Franchise 32	465,823	2	1	\$225,749	See Note (7) below.
Franchise 33	875,223	3	2	\$299,853	See Note (7) below.
Franchise 34	477,906	2	2	\$645,906	See Note (7) below.
Franchise 35	404,359	2	2	\$319,948	See Note (7) below.
Franchise 36	1,778,866	7	3	\$819,093	See Notes (4) and (7) below.
Franchise 37	709,666	3	3	\$1,429,490	See Note (7) below.
Franchise 38	4,049,195	8	6	\$2,079,773	See Note (7) below.
Franchise 39	426,658	3	3	\$863,914	The Smash My Trash Business initially covered only 2 Territories. The population corresponds with the initial 2 Territories. See also Note (7) below.
Franchise 40	420,489	2	2	\$515,876	
Franchise 41	465,794	2	2	\$623,003	

<b><u>Smash My Trash Business</u></b>	<b><u>Population</u></b>	<b><u># of Territories</u></b>	<b><u># of Trucks</u></b>	<b><u>Gross Sales During the Covered Period</u></b>	<b><u>Notes</u></b>
Franchise 42	7,835,240	28	13	\$6,613,443	The Smash My Trash Business initially covered only 10 Territories. The population corresponds with the initial 10 Territories.
Franchise 43	858,518	1	1	\$437,577	See Note (7) below.
Franchise 44	1,953,132	9	5	\$1,905,099	See Note (7) below.
Franchise 45	744,289	1	1	\$345,655	
Franchise 46	707,323	3	2	\$701,441	See Note (7) below.
Franchise 47	1,275,532	6	4	\$2,112,245	The Smash My Trash Business initially covered only 5 Territories. The population corresponds with the initial 5 Territories. See also Note (7) below.
Franchise 48	512,203	2	2	\$585,205	See Note (7) below.
Franchise 49	512,630	2	3	\$1,226,982	
Franchise 50	1,099,841	5	2	\$381,894	See Note (7) below.
Franchise 51	896,077	3	2	\$709,648	See Note (9) below.
Franchise 52	878,114	5	4	\$1,485,787	The Smash My Trash Business initially covered only 4 Territories. The population corresponds with the initial 4 Territories.
Franchise 53	655,736	2	2	\$392,835	
Franchise 54	411,418	2	2	\$626,489	See Note (7) below.
Franchise 55	444,026	2	1	\$328,433	See Note (9) below.
Franchise 56	638,052	3	2	\$486,370	See Note (7) below.
Franchise 57	817,987	2	2	\$861,789	The Smash My Trash Business initially covered only 1 Territory. The population corresponds with the initial 1 Territory.
Franchise 58	631,316	5	3	\$687,193	See Notes (5) and (7) below.



<b><u>Smash My Trash Business</u></b>	<b><u>Population</u></b>	<b><u># of Territories</u></b>	<b><u># of Trucks</u></b>	<b><u>Gross Sales During the Covered Period</u></b>	<b><u>Notes</u></b>
Franchise 59	640,824	4	2	\$451,158	The Smash My Trash Business initially covered only 3 Territories. The population corresponds with the initial 3 Territories. See also Note (7) below.
Franchise 60	816,151	3	2	\$580,383	See Note (7) below.
Franchise 61	445,723	2	1	\$215,513	See Note (9) below.
Franchise 62	826,706	4	3	\$1,040,154	See Note (7) below.
Franchise 63	1,913,442	9	1	\$54,715	
Franchise 64	536,726	2	1	\$210,519	See Note (7) below.
Franchise 65	473,079	2	2	\$543,796	See Note (7) below.
Franchise 66	435,564	12	4	\$1,095,133	See Note (5) below.
Franchise 67	216,932	5	3	\$786,554	The Smash My Trash Business initially covered only 1 Territory. The population corresponds with the initial 1 Territory. See also Note (5) below.
Franchise 68	437,645	2	2	\$521,463	See Note (7) below.
Franchise 69	940,712	3	2	\$429,626	The Smash My Trash Business initially covered only 4 Territories. The population corresponds with the initial 4 Territories.
Franchise 70	4,602,461	12	4	\$980,412	The Smash My Trash Business initially covered, in the aggregate, 18 Territories. The population corresponds with the initial 18 Territories. See Note (5) below.
Franchise 71	709,699	3	2	\$775,829	See Note (7) below.
Franchise 72	598,312	5	2	\$648,122	The Smash My Trash Business initially covered only 3 Territories. The population corresponds with the initial 3 Territories. See also Note (7) below.
Franchise 73	603,026	2	2	\$599,233	

<b><u>Smash My Trash Business</u></b>	<b><u>Population</u></b>	<b><u># of Territories</u></b>	<b><u># of Trucks</u></b>	<b><u>Gross Sales During the Covered Period</u></b>	<b><u>Notes</u></b>
Franchise 74	663,656	3	2	\$667,631	See Note (7) below.
Franchise 75	694,110	5	3	\$1,012,915	See Notes (5) and (7) below.
Franchise 76	1,071,431	5	2	\$528,782	See Note (7) below.
Franchise 77	4,909,501	18	6	\$1,865,127	See Notes (4) and (8) below.
Franchise 78	800,205	1	5	\$1,440,204	See Note (7) below.
Franchise 79	729,881	4	2	\$343,368	The Smash My Trash Business initially covered only 3 Territories. The population corresponds with the initial 3 Territories.
Franchise 80	779,562	6	4	\$902,839	See Notes (5) and (7) below.
Franchise 81	1,056,479	5	4	\$1,222,415	See Note (5) and (7) below.
Franchise 82	751,873	1	3	\$780,944	See Note (7) below.
Franchise 83	440,610	9	3	\$967,004	The Smash My Trash Business initially covered only 2 Territories. The population corresponds with the initial 2 Territories.
Franchise 84	471,961	2	2	\$806,444	See Note (7) below.
Franchise 85	1,158,497	3	3	\$1,228,614	
Franchise 86	1,411,626	3	4	\$883,979	The Smash My Trash Business initially covered 5 Territories. The population corresponds with the initial 5 Territories. See also Note (4) below.
Franchise 87	1,450,553	6	4	\$722,952	See Note (5) below.
Franchise 88	934,668	7	3	\$1,217,682	See Note (7) below.
Franchise 89	1,821,869	3	3	\$888,260	See Note (7) below.
Franchise 90	828,145	5	3	\$1,017,821	The Smash My Trash Business initially covered only 3 Territories. The population corresponds with the initial 3 Territories.

<b><u>Smash My Trash Business</u></b>	<b><u>Population</u></b>	<b><u># of Territories</u></b>	<b><u># of Trucks</u></b>	<b><u>Gross Sales During the Covered Period</u></b>	<b><u>Notes</u></b>
Franchise 91	670,595	2	2	\$276,948	The Smash My Trash Business initially covered 3 Territories. See also Notes (6) and (7) below.
Franchise 92	217,853	2	3	\$2,079,869	See Notes (5) and (7) below.
Franchise 93	2,117,082	10	3	\$1,490,270	See Note (7) below.
Franchise 94	839,381	8	2	\$652,897	See Note (9) below.
Franchise 95	2,690,800	14	4	\$1,903,043	See Note (7) below.
Franchise 96	634,469	4	3	\$750,612	The Smash My Trash Business initially covered only 3 Territories. The population corresponds with the initial 3 Territories. See also Note (7) below.
Franchise 97	2,554,349	6	3	\$807,611	See Note (8) below.
Franchise 98	833,586	6	3	\$667,012	The Smash My Trash Business initially covered only 3 Territories. The population corresponds with the initial 3 Territories. See Note (5) below.
Franchise 99	710,442	5	2	\$177,250	The Smash My Trash Business initially covered only 3 Territories. The population corresponds with the initial 3 Territories.
Franchise 100	521,282	1	1	\$453,190	The Smash My Trash Business initially covered 2 Territories. The population corresponds with the initial 2 Territories. See also Note (7) below.
Franchise 101	269,801	1	1	\$413,235	See Note (7) below.
Franchise 102	1,036,916	6	2	\$201,303	The Smash My Trash Business initially covered only 4 Territories plus 6 extra zip codes. The population corresponds with the initial 4 Territories plus 6 extra zip codes. See also Note (7) below.
Franchise 103	669,394	7	5	\$1,057,609	See Note (7) below.
Franchise 104	658,269	2	1	\$229,518	See Note (7) below.

<b><u>Smash My Trash Business</u></b>	<b><u>Population</u></b>	<b><u># of Territories</u></b>	<b><u># of Trucks</u></b>	<b><u>Gross Sales During the Covered Period</u></b>	<b><u>Notes</u></b>
Franchise 105	1,080,394	4	1	\$218,682	
Franchise 106	1,080,376	3	2	\$605,535	The Smash My Trash Business initially covered 5 Territories. The population corresponds with the initial 5 Territories. See also Note (7) below.
Franchise 107	1,553,755	5	3	\$798,274	
Franchise 108	1,151,657	5	3	\$596,694	See Notes (4) and (7) below.
Franchise 109	479,295	2	2	\$530,932	See Note (7) below.
Franchise 110	408,621	3	2	\$521,431	The Smash My Trash Business initially covered only 2 Territories. The population corresponds with the initial 2 Territories.
<b>Median Gross Sales</b>				\$705,474	
<b>Average Gross Sales</b>				\$876,193	
<b>Maximum Gross Sales</b>				\$6,613,443	
<b>Minimum Gross Sales</b>				\$54,715	
<b>Median Number of Territories</b>				3	
<b>Average Number of Territories</b>				4.5	
<b>Maximum Number of Territories</b>				28	
<b>Minimum Number of Territories</b>				1	
<b>Median Number of Trucks</b>				2	
<b>Average Number of Trucks</b>				2.6	
<b>Maximum Number of Trucks</b>				13	
<b>Minimum Number of Trucks</b>				1	

<b><u>Smash My Trash Business</u></b>	<b><u>Population</u></b>	<b><u># of Territories</u></b>	<b><u># of Trucks</u></b>	<b><u>Gross Sales During the Covered Period</u></b>	<b><u>Notes</u></b>
<b>Number of Covered Businesses that Exceeded the Average Gross Sales</b>					39
<b>Percentage of Covered Businesses that Exceeded the Average Gross Sales</b>					35.5%
<b>Number of Covered Businesses that Exceeded the Average Number of Territories</b>					44
<b>Percentage of Covered Businesses that Exceeded the Average Number of Territories</b>					40.0%
<b>Number of Covered Businesses that Exceeded the Average Number of Trucks</b>					52
<b>Percentage of Covered Businesses that Exceeded the Average Number of Trucks</b>					47.3%

**Notes:**

(1) Unless otherwise indicated, the population figures represent the aggregate population of the Territories covered by the applicable Covered Business as of the effective date of the corresponding franchise agreement (as stated on the Territory exhibit to the applicable franchise agreement). The aggregate population of the Territories may have increased or decreased between the effective date of the applicable franchise agreement and the Covered Period. Further, the Notes in the "Notes" column indicate if the Covered Business covered a different number of Territories as of the effective date of the corresponding franchise agreement. In such instances, unless otherwise indicated, the population figures represent the aggregate population of the number of Territories as of the effective date of the corresponding franchise agreement (as stated on the Territory exhibit to the applicable franchise agreement).

(2) Unless otherwise indicated, the number of Territories represents the number of Territories covered by each Covered Business as of December 31, 2024.

(3) Unless otherwise indicated, the number of Trucks represents the number of Trucks in the possession of each Covered Business as of December 31, 2024.

(4) This Covered Business previously consisted of multiple separate Smash My Trash Businesses. As a result of an assignment, the Covered Businesses now operate as a single Smash My Trash Business under a single Smash My Trash franchise agreement.

- (5) This Covered Business previously consisted of multiple separate Smash My Trash Businesses. As a result of an assignment, the Covered Businesses still operate under multiple separate Smash My Trash franchise agreements but report combined Gross Sales to us.
- (6) The Gross Sales included in the table above reflect the amount reported to us by the Covered Business in the POS system, but the Gross Sales in the Covered Business's P&L are inconsistent with the information reported in the POS system.
- (7) The Territory exhibit of the applicable franchise agreement did not contain the aggregate population of the Territories at the time of purchase. The population listed for this Covered Business reflects the aggregate population of the original purchased Territories based on Geography-based Business Information Solutions ("**GbBis**") data current as of December 2023. The aggregate population of the Territories may have increased or decreased between December 2023 and the Covered Period.
- (8) The Territory exhibit of the applicable franchise agreement did not contain the aggregate population of the Territories at the time of purchase. The population listed for this Covered Business reflects the aggregate population of the current Territories based on GbBis data current as of December 2023. The aggregate population of the Territories may have increased or decreased between December 2023 and the Covered Period.
- (9) The population listed for this Covered Business reflects the aggregate population of the current Territories based on GbBis data current as of April 2024. The aggregate population of the Territories may have increased or decreased between April 2024 and the Covered Period.
- (10) The average Gross Sales is determined by taking the sum of the Covered Businesses' Gross Sales during the Covered Period and dividing by 110. The median Gross Sales is determined by sorting the results of the Covered Businesses' Gross Sales during the Covered Period in ascending order and identifying the point above and below which 50% of the data falls.
- (11) The average number of Territories is determined by taking the sum of the Covered Businesses' number of Territories (as listed in the table above) and dividing by 110. The median number of Territories is determined by sorting the Covered Businesses' number of Territories (as listed in the table above) in ascending order and identifying the point above and below which 50% of the data falls.
- (12) The average number of Trucks is determined by taking the sum of the Covered Businesses' number of Trucks (as listed in the table above) and dividing by 110. The median number of Trucks is determined by sorting the Covered Businesses' number of Trucks (as listed in the table above) in ascending order and identifying the point above and below which 50% of the data falls.

**Some Smash My Trash Businesses have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.**

We have written substantiation in our possession to support the information appearing in this financial performance representation. Written substantiation will be made available to you on reasonable request.

Other than the preceding financial performance representation, Smash Franchise Partners, LLC does not make any financial performance representations. 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 Brian Reeve, 535 W. Carmel Drive, Carmel, Indiana 46032 (844) 762-7400, the Federal Trade Commission, and the appropriate state regulatory agencies.

*[Remainder of Page Left Intentionally Blank]*

## Item 20

### OUTLETS AND FRANCHISEE INFORMATION

All numbers appearing in Tables 1 through 5 below are as of December 31. Our affiliates operate the Smash My Trash Businesses listed as “company-owned.” Each outlet included below represents a Territory acquired by a Smash My Trash® franchisee or one of our affiliates (as applicable).

**Table 1**  
**Systemwide Outlet Summary**  
**For Years 2022, 2023 and 2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	427	523	+96
	2023	523	496	-27
	2024	496	504	+8
Company-Owned	2022	16	23	+ 7
	2023	23	23	0
	2024	23	16	-7
Total Outlets	2022	443	546	+103
	2023	546	519	-27
	2024	519	520	+1

**Table No. 2**  
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For Years 2022, 2023 and 2024**

State	Year	Number of Transfers
Alabama	2022	0
	2023	0
	2024	2
Arkansas	2022	0
	2023	0
	2024	2
California	2022	2
	2023	3
	2024	3
Florida	2022	2
	2023	4
	2024	0
Georgia	2022	1
	2023	0
	2024	2



State	Year	Number of Transfers
Indiana	2022	1
	2023	2
	2024	0
Maryland	2022	0
	2023	0
	2024	9
Massachusetts	2022	1
	2023	2
	2024	0
Michigan	2022	0
	2023	3
	2024	3
Minnesota	2022	0
	2023	0
	2024	5
New York	2022	0
	2023	14
	2024	0
North Carolina	2022	1
	2023	0
	2024	0
Ohio	2022	2
	2023	7
	2024	0
Oklahoma	2022	1
	2023	0
	2024	0
South Carolina	2022	2
	2023	3
	2024	0
Tennessee	2022	1
	2023	1
	2024	0
Texas	2022	1
	2023	0
	2024	15
Utah	2022	0
	2023	0
	2024	6
Washington	2022	0
	2023	0
	2024	4

State	Year	Number of Transfers
Wisconsin	2022	0
	2023	0
	2024	1
Totals	2022	15
	2023	39
	2024	52

**Table 3**  
**Status of Franchised Outlets**  
**For Years 2022, 2023 and 2024**

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Alabama	2022	12	0	0	0	7	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	2	0	3
Arizona	2022	19	0	0	0	0	0	19
	2023	19	0	0	0	0	0	19
	2024	19	0	0	0	0	0	19
Arkansas	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	1	1
	2024	1	0	0	0	0	0	1
California	2022	69	13	0	0	0	0	82
	2023	82	2	5	0	0	5	74
	2024	74	0	9	0	0	0	65
Colorado	2022	21	0	0	0	0	0	21
	2023	21	0	0	0	0	0	21
	2024	21	0	5	0	0	0	16
Connecticut	2022	14	0	0	0	0	0	14
	2023	14	0	0	0	0	7	7
	2024	7	0	0	0	0	0	7
Delaware	2022	2	0	2	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Florida	2022	27	12	0	0	0	0	39
	2023	39	10	0	0	0	3	46
	2024	46	0	0	0	0	0	46
Georgia	2022	13	6	0	0	0	0	19
	2023	19	1	0	0	0	0	20
	2024	20	0	0	0	0	0	20

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Illinois	2022	8	5	3	0	0	0	10
	2023	10	0	3	0	0	0	7
	2024	7	0	0	0	0	0	7
Idaho	2022	0	3	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Indiana	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
Iowa	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Kansas	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Kentucky	2022	7	1	0	0	0	0	8
	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
Louisiana	2022	1	7	0	0	0	0	8
	2023	8	9	0	0	0	0	17
	2024	17	0	0	0	0	0	17
Maryland	2022	0	12	0	0	0	0	12
	2023	12	0	0	0	0	0	12
	2024	12	0	0	0	0	0	12
Massachusetts	2022	5	11	0	0	0	0	16
	2023	16	1	5	0	0	0	12
	2024	12	5	0	0	0	0	17
Michigan	2022	11	6	2	0	0	0	15
	2023	15	0	0	0	0	0	15
	2024	15	2	3	0	0	0	14
Minnesota	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Missouri	2022	17	0	0	0	0	0	17
	2023	17	0	4	0	0	0	13
	2024	13	4	0	0	0	0	17
Nebraska	2022	4	0	0	0	0	1	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Nevada	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
New Hampshire	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
New Jersey	2022	18	2	3	0	0	2	15
	2023	15	1	0	0	0	0	16
	2024	16	0	2	0	0	0	14
New Mexico	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
New York	2022	11	7	0	0	0	4	14
	2023	14	0	0	0	0	2	12
	2024	12	0	0	0	0	0	12
North Carolina	2022	10	5	2	0	0	0	13
	2023	13	0	0	0	0	0	13
	2024	13	0	0	0	0	0	13
Ohio	2022	28	3	0	0	0	1	30
	2023	30	1	0	0	0	5	26
	2024	26	0	0	0	0	0	26
Oklahoma	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Pennsylvania	2022	12	4	3	0	0	1	12
	2023	12	0	1	0	0	0	11
	2024	11	4	0	0	0	0	15
Rhode Island	2022	0	0	0	0	0	0	0
	2023	0	4	0	0	0	0	4
	2024	4	0	4	0	0	0	0
South Carolina	2022	11	4	2	0	0	0	13
	2023	13	0	0	0	0	0	13
	2024	13	0	0	0	0	0	13
Tennessee	2022	8	2	0	0	0	0	10
	2023	10	0	0	0	0	0	10
	2024	10	0	0	0	0	0	10

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Texas	2022	56	5	0	0	0	0	61
	2023	61	0	3	0	0	2	56
	2024	56	16 <sup>1</sup>	1	0	0	0	71
Utah	2022	6	3	0	0	0	0	9
	2023	9	0	0	0	0	3	6
	2024	6	0	0	0	0	0	6
Virginia	2022	3	5	0	0	0	0	8
	2023	8	0	0	0	0	0	8
	2024	8	3	0	0	0	0	11
Washington	2022	0	10	0	0	0	0	10
	2023	10	0	6	0	0	0	4
	2024	4	0	0	0	0	0	4
Wisconsin	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	1	5
	2024	5	0	0	0	0	0	5
<b>Totals</b>	<b>2022</b>	<b>427</b>	<b>129</b>	<b>17</b>	<b>0</b>	<b>7</b>	<b>9</b>	<b>523</b>
	<b>2023</b>	<b>523</b>	<b>29</b>	<b>27</b>	<b>0</b>	<b>0</b>	<b>29</b>	<b>496</b>
	<b>2024</b>	<b>496</b>	<b>34</b>	<b>24</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>504</b>

**Table 4**  
**Status of Company-Owned Outlets**  
**For Years 2022, 2023 and 2024**

State	Year	Outlets at the Start of the Year	Outlets Opened	Reacquired by Franchisor	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Alabama	2022	0	0	7	0	0	7
	2023	7	0	0	0	0	7
	2024	7	0	2	0	0	9
Indiana	2022	7	0	0	0	0	7
	2023	7	0	0	0	0	7
	2024	7	0	0	0	0	7
Virginia	2022	9	0	0	0	0	9
	2023	9	0	0	0	0	9
	2024	9	0	0	6	3	0

<sup>1</sup> In connection with a transfer, the transferee signed our then-current form of franchise agreement, which resulted in a transition from the Prior Model to the Current Model and a re-calculation of the number of Territories covered by the Smash My Trash Business. Due to this re-calculation, the number of Territories covered by the Smash My Trash Business increased from 12 to 28. The 16 additional Territories are reflected as “outlets opened” but do not reflect new Territories sold by us to franchisees.

State	Year	Outlets at the Start of the Year	Outlets Opened	Reacquired by Franchisor	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Totals	2022	16	0	7	0	0	23
	2023	23	0	0	0	0	23
	2024	23	0	2	6	3	16

**Table 5**  
**Projected Openings As Of December 31, 2024**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Florida	8	0	0
Totals	8	0	0

The names, addresses, and telephone numbers of our franchisees as of December 31, 2024 are listed in Exhibit E. The names, addresses, and last known home or business telephone numbers of the franchisees who had an outlet terminated, transferred, canceled, or not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a franchise agreement with us, as of December 31, 2024 or who have not communicated with us within 10 weeks of our then current disclosure document's issuance date are listed in Exhibit F. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, franchisees have signed confidentiality clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Smash My Trash franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you. There are no trademark-specific franchisee organizations associated with the Smash My Trash franchise network.

## Item 21

### FINANCIAL STATEMENTS

Exhibit G contains our audited balance sheet as of December 31, 2024 and December 31, 2023 and the related statements of operations, member's deficit, and cash flows for the three-year period ended December 31, 2024.

## Item 22

### CONTRACTS

The following agreements are exhibits to this disclosure document:

1. Franchise Agreement – Exhibit B

2. Current Form of Release – Exhibit C
3. State-Specific Riders to Franchise Agreement – Exhibit H

**Item 23**

**RECEIPT**

Our and your copies of the Franchise Disclosure Document Receipt are the last pages of this disclosure document.

**EXHIBIT A**

**LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS**



## **STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS**

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

### **CALIFORNIA**

Commissioner of Department of Financial  
Protection & Innovation  
Department of Financial Protection &  
Innovation  
Toll Free: 1 (866) 275-2677

#### ***Los Angeles***

Suite 750  
320 West 4<sup>th</sup> Street  
Los Angeles, California 90013-2344  
(213) 576-7500

#### ***Sacramento***

651 Bannon Street, Suite 300  
Sacramento, California 95811  
(866) 275-2677

#### ***San Francisco***

One Sansome Street, Suite 600  
San Francisco, California 94105-2980  
(415) 972-8559

### **HAWAII**

(for service of process)

Commissioner of Securities  
Department of Commerce  
and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813  
(808) 586-2722

(for other matters)

Commissioner of Securities  
Department of Commerce  
and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 205  
Honolulu, Hawaii 96813  
(808) 586-2722

### **ILLINOIS**

Illinois Attorney General  
500 South Second Street  
Springfield, Illinois 62706  
(217) 782-4465

**INDIANA**

(for service of process)

Indiana Secretary of State  
201 State House  
200 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6531

(state agency)

Indiana Secretary of State  
Securities Division  
Room E-111  
302 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6681

**MARYLAND**

(for service of process)

Maryland Securities Commissioner  
at the Office of Attorney General-  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

(state agency)

Office of the Attorney General-  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

**MICHIGAN**

Michigan Attorney General's Office  
Consumer Protection Division  
Attn: Franchise Section  
G. Mennen Williams Building, 1st Floor  
525 West Ottawa Street  
Lansing, Michigan 48933  
(517) 335-7567

## **MINNESOTA**

Commissioner of Commerce  
Department of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1500

## **NEW YORK**

(for service of process)

Attention: New York Secretary of State  
New York Department of State  
One Commerce Plaza,  
99 Washington Avenue, 6<sup>th</sup> Floor  
Albany, New York 12231-0001  
(518) 473-2492

(Administrator)

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, New York 10005  
(212) 416-8236 (Phone)

## **NORTH DAKOTA**

(for service of process)

Securities Commissioner  
North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol, 14<sup>th</sup> Floor, Dept. 414  
Bismarck, North Dakota 58505-0510  
(701) 328-4712

(state agency)

North Dakota Securities Department  
600 East Boulevard Avenue, Suite 414  
Bismarck, North Dakota 58505  
(701) 328-2910

## **OREGON**

Oregon Division of Financial Regulation  
350 Winter Street NE, Suite 410  
Salem, Oregon 97301  
(503) 378-4140

## **RHODE ISLAND**

Securities Division  
Department of Business Regulations  
1511 Pontiac Avenue  
John O. Pastore Complex-Building 69-1  
Cranston, Rhode Island 02920  
(401) 462-9500

## **SOUTH DAKOTA**

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

## **VIRGINIA**

(for service of process)

Clerk, State Corporation Commission  
1300 East Main Street  
First Floor  
Richmond, Virginia 23219  
(804) 371-9733

(for other matters)

State Corporation Commission  
Division of Securities and Retail Franchising  
Tyler Building, 9th Floor  
1300 East Main Street  
Richmond, Virginia 23219  
(804) 371-9051

## **WASHINGTON**

(for service of process)

Director Department of Financial Institutions  
Securities Division  
150 Israel Road SW  
Tumwater, Washington 98501  
(360) 902-8760

(for other matters)

Department of Financial Institutions  
Securities Division  
P. O. Box 41200  
Olympia, Washington 98504-1200  
(360) 902-8760

## **WISCONSIN**

(for service of process)

Administrator, Division of Securities  
Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705  
(608) 266-2139

(state administrator)

Division of Securities  
Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705  
(608) 266-9555

**EXHIBIT B**

**FRANCHISE AGREEMENT**

**SMASH MY TRASH®**  
**FRANCHISE AGREEMENT**

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**Franchisee Name**

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**Address**

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EXHIBIT C	--	GUARANTY AND ASSUMPTION OF OBLIGATIONS
EXHIBIT D	--	KEY PERSONNEL AGREEMENT

## SMASH MY TRASH® FRANCHISE AGREEMENT

**THIS FRANCHISE AGREEMENT** (the “**Agreement**”) is made and entered into as of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), regardless of the date of the parties’ signatures, between Smash Franchise Partners, LLC, an Indiana limited liability company with its principal business address at 535 W. Carmel Drive, Carmel, Indiana 46032 (“**SFP**”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“**Franchisee**”).

### **1. Preambles and Grant of Franchise Rights.**

#### **1.A. Preambles.**

(1) SFP and its affiliates have developed a method for establishing and operating waste compaction services businesses utilizing a proprietary machine to smash trash in open top roll off containers, and other products and services which are primarily identified by the Marks (defined below) and use the Franchise System (defined below) (collectively, “**Smash My Trash Businesses**”).

(2) SFP and its affiliates have developed and SFP uses, promotes, and sublicenses, and may in the future develop and license or sublicense, certain trademarks, service marks and other commercial symbols in operating Smash My Trash Businesses, all of which SFP may modify from time to time (collectively, the “**Marks**”).

(3) SFP offers franchises to own and operate a Smash My Trash Business using SFP’s business system, business formats, custom equipment, products, services and processes, methods, procedures, signs, designs, layouts, trade dress, standards, specifications, and Marks, all of which SFP may improve, further develop and otherwise modify from time to time (collectively, the “**Franchise System**”).

(4) Franchisee has applied for a franchise to own and operate a Smash My Trash Business, and SFP has approved Franchisee’s application relying on all of Franchisee’s representations, warranties and acknowledgments contained in Franchisee’s franchise application and this Agreement.

**1.B. Grant of Franchise and Term.** Franchisee has applied for a franchise to own and operate a Smash My Trash Business in the territory specified on Exhibit A (the “**Territory**”). Subject to the terms of this Agreement, SFP grants Franchisee the right and Franchisee assumes the obligation to establish and operate a Smash My Trash Business in the Territory (the “**Business**”), and to use the Franchise System in its operation, for a term beginning on the Agreement Date and ending on the date which is ten (10) years after the date upon which the Business first opens for business (the “**Opening Date**”), unless sooner terminated (the “**Term**”). SFP may amend Exhibit A after the date hereof to include the Opening Date.

**1.C. Best Efforts.** Only Franchisee is authorized to operate the Business. Franchisee must operate the Business for the entire Term and at all times faithfully, honestly and diligently perform its obligations and fully exploit the rights granted under this Agreement.

1.D. Business Entity Franchisee. If Franchisee is at any time a corporation, a limited liability company, a general, limited, or limited liability partnership, or another form of business entity (collectively, an “**Entity**”), Franchisee agrees and represents that:

(1) Franchisee’s organizational and governing documents, including, as applicable, its bylaws, operating agreement, or partnership agreement, will recite that this Agreement restricts the issuance and transfer of any Ownership Interests (defined below) in Franchisee, and all certificates and other documents representing Ownership Interests in Franchisee will bear a legend referring to this Agreement’s restrictions. In this Agreement, “**Ownership Interests**” means (a) in relation to a corporation, shares of capital stock (whether common stock, preferred stock or any other designation) or other equity interests; (b) in relation to a limited liability company, membership interests or other equity interests; (c) in relation to a partnership, a general or limited partnership interest; and (d) in relation to any Entity (including those described in (a) through (c) above), any other interest in that Entity or its business that allows the holder of that interest (whether directly or indirectly) to direct or control the direction of the management of the Entity or its business (including a president or chief executive officer of a corporation, a manager or managing member of a limited liability company, or a general or managing partner of a partnership), or to share in the revenue, profits or losses of, or any capital appreciation relating to, the Business, that Entity or its business.

(2) Exhibit B to this Agreement completely and accurately describes all of Franchisee’s Owners (defined below) and their Ownership Interests in Franchisee. In this Agreement, “**Owner**” means any individual or Entity holding a direct or indirect Ownership Interest (whether of record, beneficially, or otherwise) in Franchisee. Each Owner (if any) at any time during the Term must sign an agreement in the form SFP designates undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between Franchisee and SFP (a “**Guaranty**”), the current version of which is Exhibit C to this Agreement. The General Manager (defined below) must sign an agreement in the form SFP designates undertaking personally to be bound, jointly and severally, by the confidentiality, non-compete and transfer restrictions in this Agreement (a “**Key Personnel Agreement**”), the current version of which is Exhibit D to this Agreement. Subject to SFP’s rights and Franchisee’s obligations under Section 13, Franchisee and its Owners agree to sign and deliver to SFP a revised Exhibit B to reflect any changes in the information that Exhibit B now contains.

(3) an individual whom SFP approves (the “**Principal Executive**”) must at all times during the Term: (a) own (directly or indirectly) more than fifty percent (50%) of the Ownership Interests in Franchisee; (b) have the authority under Franchisee’s governing documents to authorize a merger, liquidation, dissolution or transfer of substantially all of the assets of Franchisee and otherwise to direct and control Franchisee’s management and policies without the vote or consent of any other person or Entity; and (c) devote sufficient time and attention to the promotion and operation of the Business. The Principal Executive as of the Agreement Date is listed on Exhibit B.

(4) Franchisee shall designate an individual (the “**General Manager**”) to serve as the Business’s general manager who will devote all of his or her business time and

attention to the management and operation of the Business. The General Manager need not have any direct or indirect Ownership Interest in Franchisee but must have the authority over all day-to-day business decisions for Franchisee and the Business. The General Manager as of the Agreement Date is listed on Exhibit B. If the General Manager no longer serves in that capacity for any reason, then Franchisee must designate a replacement General Manager and ensure that such new General Manager satisfactorily completes the training that SFP then requires, within sixty (60) days thereafter. For the avoidance of doubt, the same individual may serve as the Principal Executive and the General Manager.

(5) the Business established and operated under this Agreement, and other Smash My Trash Businesses, if applicable, will be the only businesses Franchisee owns or operates (although its Owners and affiliates may have other business interests, subject to Section 12).

## **2. Territory, Initial Purchases and Performance Obligations.**

2.A. Territory. As set forth in Exhibit A, Franchisee and SFP have agreed upon a Territory for the Business before the Agreement Date. Despite any assistance, information or recommendations that SFP provided with respect to the Territory, SFP has made and will make no representations or warranties of any kind, express or implied, of the suitability of the Territory for a Business or any other purpose. SFP's recommendation or acceptance indicates only that SFP believes that the Territory meets or has the potential to meet, or that SFP has waived, its general criteria of Territory acceptability as of the Agreement Date. Applying criteria that have appeared effective for other territories might not accurately reflect the potential for all territories, and, after SFP recommends or accepts a Territory, demographic and/or other factors included in or excluded from its territorial criteria could change, thereby altering a territory's potential. The uncertainty and instability of these criteria are beyond SFP's control, and SFP is not responsible if the Territory fails to meet its or Franchisee's expectations. Franchisee's acceptance of the rights under this Agreement is based on its own independent investigation of the Territory's suitability.

2.B. Minimum Trucks. Franchisee agrees to purchase or lease from SFP, its affiliate, or its designated third-party dealer at least one (1) new Smash My Trash truck (a "**Truck**") before the Opening Date. Franchisee acknowledges that: (a) the timing and pricing of the delivery of the Truck(s) purchased or leased by Franchisee will be based on then current supply and production lead times and prices; and (b) other than the initial deposit amounts set forth on Exhibit A, the prices and deposits for any and all Truck(s) purchased or leased by Franchisee will be based on then current pricing and deposit requirements, as determined by the manufacturers, SFP and/or its affiliates.

Franchisee must pay the required deposit(s) for its Truck(s) within ten (10) days after the Agreement Date, in the amounts set forth on Exhibit A. These deposits are fully earned by SFP or its affiliate when Franchisee signs this Agreement and are not refundable under any circumstances. Franchisee must pay the remainder of the costs for the Truck(s), as set forth in the applicable purchase or lease agreements, including any additional deposits that SFP, its affiliates, and/or its designated third-party dealer may require. Franchisee may not purchase any used Trucks from any supplier, dealer, distributor or any of SFP's or its affiliate's franchisees without SFP's prior written approval.

2.C. Additional Truck Obligations. Franchisee shall maintain an adequate number of Trucks to service customers in accordance with SFP's System Standards (as defined in Section 4.E). SFP will require Franchisee to obtain one (1) additional Truck each time Franchisee achieves average monthly Gross Sales of \$35,000 or more per Truck during any three (3) consecutive month period (the "**Additional Truck Threshold**"). If Franchisee achieves the Additional Truck Threshold, SFP will send written notice (the "**Additional Truck Threshold Notice**") to Franchisee setting forth the deadline by which Franchisee must pay a deposit and place an order for the additional Truck and Franchisee must comply with the deadlines set forth in such notice.

2.D. Minimum Equipment Default. If Franchisee fails to maintain at least one (1) Truck (or additional Trucks, if required under Section 2.C. above) (the "**Minimum Equipment**") at any time during the Term (a "**Minimum Equipment Default**"), Franchisee shall have: (a) thirty (30) days after receiving written notice from SFP to pay SFP, its affiliate, or its designated third-party dealer in full for the Truck(s) needed to achieve the Minimum Equipment requirements; and (b) ninety (90) days after receiving written notice from SFP to obtain the Truck(s) needed to achieve the Minimum Equipment requirements (together, the "**Minimum Equipment Default Cure Period**"). For the avoidance of doubt, the Minimum Equipment Default Cure Period shall not be extended for any reason, even if Franchisee's failure to timely cure the Minimum Equipment Default is a result of factors beyond Franchisee's reasonable control. If Franchisee fails to cure a Minimum Equipment Default within the Minimum Equipment Default Cure Period, SFP shall have the right, in addition to any other rights and remedies that SFP may have (including the right to terminate this Agreement pursuant to Section 15.B(21) below), to modify and reduce Franchisee's Territory to a smaller geographic area that is proportionate to the number of Trucks that Franchisee has in operation as of the expiration date of the Minimum Equipment Default Cure Period. Franchisee acknowledges that a modified Territory will likely exclude areas where Franchisee actively operates. Franchisee acknowledges that, if SFP reduces Franchisee's Territory, Franchisee may lose customers that Franchisee was servicing in certain parts of Franchisee's Territory. Notwithstanding anything contained in this Section, the Initial Franchise Fee (as defined in Section 5.A of this Agreement, and as stated on Exhibit A) and any Truck deposits are non-refundable, even in the event that SFP reduces Franchisee's Territory. Upon such reduction: (a) Franchisee's rights, and the restrictions on SFP and its affiliates, under Section 3 of this Agreement shall no longer apply in the area removed from the Territory; and (b) SFP and its affiliates may operate, and authorize others to operate, Smash My Trash Businesses within the area removed from the Territory and engage, and allow others to engage, in any other activities SFP and its affiliates desire within the removed area, without any restrictions whatsoever.

2.E. Business Location.

(1) Franchisee is required to operate its Business from a location that satisfies SFP's System Standards (the "**Business Location**"). Franchisee is solely responsible for finding, selecting, and maintaining the Business Location. The Business Location must be located within the Territory. If the Business Location will be open to the public in any way, including to be used for meeting customers or potential customers, Franchisee must conform the Business Location to SFP's System Standards. If such conformance is necessary, it is Franchisee's responsibility to prepare all required construction plans and specifications to suit the Business Location and to make sure that they comply with the Americans with Disabilities Act (the "**ADA**") and similar rules governing public

accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. At SFP's discretion, Franchisee must submit construction plans and specifications to SFP for approval before Franchisee begins any construction or renovation of the Business Location and all revised or "as built" plans and specifications during construction or renovation, as applicable. SFP's review is limited to ensuring Franchisee's compliance with SFP's System Standards and this Agreement's other requirements. SFP's review is not designed to assess compliance with federal, state, or local laws and regulations, including the ADA, as compliance with those laws and regulations is Franchisee's responsibility. Franchisee must remedy, at its expense, any noncompliance or alleged noncompliance with those laws and regulations. SFP may periodically inspect the Business Location while Franchisee is developing it.

(2) At Franchisee's expense, Franchisee must construct, install trade dress and furnish all Operating Assets (as defined in Section 6.C.) in, and otherwise develop the Business Location and the Business in accordance with SFP's standards, specifications and directions. If SFP requires, Franchisee must purchase or lease only approved brands, types and/or models of Operating Assets and/or purchase or lease them only from suppliers SFP designates or approves (which may include or be limited to SFP or its affiliates). In addition, Franchisee may not purchase used Trucks from any supplier, dealer, distributor or any of SFP's or its affiliate's franchisees without SFP's prior written approval.

(3) Franchisee must obtain SFP's prior written acceptance of the terms of any lease or sublease for the Business Location (the "**Lease**") before Franchisee signs it. The Lease must contain the terms and provisions that are reasonably acceptable to SFP, including provisions to protect its rights as franchisor. Franchisee acknowledges that SFP's acceptance of the Lease is not a guarantee or warranty, express or implied, of the success or profitability of a Business operated from that Business Location. SFP's acceptance of the Lease indicates only that SFP believes that the Lease's terms meet, or that SFP has waived, its then applicable criteria. Franchisee must give SFP a copy of the fully signed Lease within ten (10) days after Franchisee and the landlord have signed it. Franchisee may not sign any renewal or amendment of the Lease that SFP has not accepted.

2.F. Computer System. Franchisee agrees to obtain and use in connection with the operation of the Business the computer-based, web-based, application-based and/or other technological systems and services that SFP periodically specifies, including hardware components, software, dedicated communication and power systems, printers, payment devices, and other computer-related accessories and peripheral equipment (the "**Computer System**"). SFP may periodically modify specifications for and components of and/or the technologies and functions for, the Computer System, and these modifications and/or other technological developments or events, may require Franchisee to purchase, lease and/or license new or modified computer hardware, software and other components and technologies and to obtain service and support for the Computer System. Although SFP cannot estimate the future costs of the Computer System or required service or support, Franchisee agrees to incur the costs of obtaining and updating the Computer System (and additions and modifications) and required service or support. Within sixty (60) days after SFP delivers notice to Franchisee, Franchisee agrees to obtain the

Computer System components that SFP designates and ensure that Franchisee's Computer System, as modified, is functioning properly.

SFP and its affiliates may condition any license of required or recommended software to Franchisee, and/or Franchisee's use of technology developed or maintained by or for SFP or its affiliates (including the System Website, as defined in Section 7.E), on Franchisee's signing a software license agreement or similar document, or otherwise agreeing to the terms (for example, by acknowledging Franchisee's consent to and accepting the terms of a click-through license agreement), that SFP and its affiliates periodically specify to regulate Franchisee's use of, and SFP's (or its affiliate's) and Franchisee's respective rights and responsibilities with respect to, the software or technology. SFP and its affiliates may charge Franchisee up-front and ongoing fees for any required or recommended software or technology that SFP or its affiliates license to Franchisee and for other Computer System maintenance and support services provided during the term of this Agreement.

Notwithstanding Franchisee's obligation to buy, use, and maintain the Computer System according to SFP's standards and specifications, Franchisee has sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) the manner in which Franchisee's Computer System interfaces with SFP's and any third party's computer system; and (3) any and all consequences if the Computer System is not properly operated, maintained, and upgraded. The Computer System shall permit twenty-four (24) hours per day, seven (7) days per week electronic communications between Franchisee and SFP.

2.G. Opening of the Business. Franchisee must open the Business on or before the "**Opening Deadline**," which is the earlier of: (a) the date that is one hundred eighty (180) days after the Agreement Date or (b) the date that is ten (10) days after Franchisee receives the initial Truck order. Franchisee agrees not to open and operate the Business until: (1) Franchisee has received its initial Truck order; (2) all pre-opening training for the Business's personnel has been completed to SFP's satisfaction; (3) all amounts Franchisee then owes to SFP and its affiliates have been paid; (4) Franchisee has given SFP evidence of required insurance coverage and payment of premiums; (5) Franchisee has obtained all applicable governmental permits and authorizations; (6) Franchisee is in compliance with this Agreement; (7) the Business conforms to all applicable System Standards; and (8) Franchisee has hired sufficient employees to operate the Business in accordance with to the System Standards. SFP's determination that Franchisee has met all of SFP's pre-opening requirements will not constitute a waiver of Franchisee's non-compliance or of SFP's right to demand full compliance with those requirements.

### 3. **Territorial Rights.**

3.A. Territorial Rights. The "**Territory**" is the geographic area specified in Exhibit A. If Franchisee is complying with this Agreement, then neither SFP nor its affiliates will establish, nor license the establishment of, another Smash My Trash Business either (1) within the Territory, or (2) outside of the Territory and which business serves customers within the Territory.

3.B. Rights SFP Maintains. SFP (and any affiliates that SFP might have from time to time) shall at all times have the right to engage in any activities SFP or they deem appropriate that



are not expressly prohibited by this Agreement, whenever and wherever SFP or they desire, including:

(1) serving (or authorizing one or more other Smash My Trash Business franchisees to serve) customers in the Territory if SFP has delivered written notice to Franchisee stating that: (a) Franchisee is in default of this Agreement; or (b) Franchisee is incapable, in SFP's reasonable opinion, of meeting customer demand in the Territory; provided, however, that this right shall be in addition to any other rights or remedies available to SFP or its affiliates (including the right to terminate this Agreement pursuant to Section 15.B) and neither SFP, its affiliates, nor its franchisees will be required to provide any compensation to Franchisee in connection with serving such customers;

(2) serving (or authorizing one or more other Smash My Trash Business franchisees to serve) a particular customer in the Territory if SFP has delivered written notice to Franchisee stating that: (a) Franchisee has failed, in SFP reasonable opinion, to properly serve such customer; or (b) Franchisee will not, in SFP's reasonable opinion, properly serve such customer; provided, however, that this right shall be in addition to any other rights or remedies available to SFP or its affiliates (including the right to terminate this Agreement pursuant to Section 15.B) and neither SFP, its affiliates, nor its franchisees will be required to provide any compensation to Franchisee in connection with serving such customer(s);

(3) serving (or authorizing one or more other Smash My Trash Business franchisees to serve) National Account facilities in the Territory if Franchisee notifies SFP or demonstrates, in SFP's reasonable opinion, that Franchisee elects not to service such National Account facility(ies), if SFP has delivered written notice to Franchisee stating that SFP has determined that Franchisee has elected not to service such National Account facility(ies); provided, however, that this right shall be in addition to any other rights or remedies available to SFP or its affiliates (including the right to terminate this Agreement pursuant to Section 15.B) and neither SFP, its affiliates, nor its franchisees will be required to provide any compensation to Franchisee in connection with serving such National Account facility(ies);

(4) establishing and operating, and granting rights to others to establish and operate, on any terms and conditions SFP deems appropriate, Smash My Trash Businesses at any locations outside the Territory;

(5) establishing and operating, and granting rights to others to establish and operate, on any terms and conditions SFP deems appropriate, waste compaction businesses or any similar or dissimilar businesses that either are not primarily identified by the Marks or do not use the Franchise System at any locations, whether within or outside the Territory;

(6) selling and licensing others to sell products and services to customers, whether located inside or outside the Territory, through channels of distribution (including the Internet) so long as such products and services are not provided through a Smash My Trash Business located in the Territory or serving customers within the Territory, and are different from the products and services provided by the Business;

(7) all rights relating directly or indirectly to the Marks, and all products and services associated with any of the Marks, in connection with any methods of distribution, except as specifically set forth in Section 3.A. This includes providing, and granting rights to others to provide (except as specifically set forth in Section 3.A), products and services to customers and other third parties that are similar or dissimilar to, or competitive with, any products and services provided by Smash My Trash Businesses, whether identified by the Marks or other trademarks or service marks, regardless of the method of distribution (including through the System Website, other retail outlets, and shipping and delivery), and at any locations;

(8) advertising to, soliciting, entering into contracts with and servicing (either itself or through affiliates, other Smash My Trash Business franchisees, or other third parties) National Accounts (as defined in Section 6.D.), outside the Territory;

(9) acquiring the assets or Ownership Interests of, or being acquired (regardless of the form of transaction) by, one or more businesses providing products and services similar or dissimilar to those provided by Smash My Trash Businesses, and franchising, licensing or creating other arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating, whether within or outside the Territory; and

(10) requiring Franchisee to provide waste compaction services for and/or share customer opportunities with SFP's affiliate, Heavyweight Waste Franchise Partners, LLC ("**Heavyweight**"), and/or its franchisees, inside the Territory. This may include, subject to applicable laws, pricing requirements, service requirements and/or revenue share structures with respect to Heavyweight, its franchisees, and/or their respective customers.

3.C. Activities Outside of the Territory. Franchisee may not perform services or sell products related to the Business outside of the Territory without SFP's prior written consent, which SFP may grant, withhold or withdraw as SFP deems appropriate. SFP may condition its consent on such requirements as SFP deems appropriate. Franchisee may not solicit or advertise to customers outside of the Territory without SFP's prior written consent. "**Solicit**" includes solicitation in person, by telephone, by mail, through the Internet, social media, email or other electronic means, and by distribution of brochures, business cards or other materials or any other advertising. If any solicitation of customers within the Territory is conducted through media that will or may reach persons outside of the Territory, Franchisee is required to notify SFP in advance and obtain SFP's consent. If Franchisee receives a request for services or products from outside the Territory, Franchisee is required to refer that request to the Smash My Trash Business located in the applicable territory (or to SFP or its affiliate, if SFP has not assigned the applicable territory to a Smash My Trash Business). Notwithstanding the foregoing, under certain limited circumstances, Franchisee may process a request from outside of the Territory if the requested service is permitted or required under SFP's policies as set forth in the Operations Manual or otherwise designated by SFP. If SFP permits or requires Franchisee to advertise, solicit, service or sell in areas outside of the Territory that are not serviced by another Smash My Trash Business or by SFP or its affiliate, Franchisee is required to comply with all of the conditions and other requirements that SFP may from time to time specify in the Operations Manual or otherwise in writing with respect to such activities. SFP may at any time condition Franchisee's out-of-Territory

sales and services on (a) Franchisee's agreement to purchase the franchise rights for the territory in which the sales and services are being performed; or (b) execution of any other addenda or documents required by SFP. At any time upon SFP's demand or upon notice from SFP that the territory in question has been assigned to another Smash My Trash Business, Franchisee agrees to immediately cease all activities in that territory and to comply with SFP's procedures for the transition of customer accounts for that territory. Under no circumstances will SFP be liable to Franchisee for violations by other Smash My Trash Businesses of SFP's policies on out-of-Territory sales and services.

#### **4. Training and Assistance.**

4.A. Initial Training Program. Before opening the Business, the Principal Executive and the General Manager (if different from the Principal Executive) must attend and complete to SFP's satisfaction all components of SFP's designated initial brand standard training program (the "**Initial Training Program**"). However, if the Principal Executive has attended and completed the Initial Training Program to SFP's satisfaction under another franchise agreement, SFP will not require the Principal Executive to attend the Initial Training Program. At Franchisee's option, Franchisee may also send additional personnel to the Initial Training Program. The Initial Training Program may include classroom training, instruction at SFP's headquarters and/or a Smash My Trash Business designated by SFP, remote training (including via Internet access) and/or self-study programs. If SFP determines that any of Franchisee's personnel cannot complete the Initial Training Program to SFP's satisfaction, then in addition to its other rights and remedies, SFP may require such personnel to attend additional training programs at Franchisee's expense (for which SFP may charge reasonable fees).

4.B. Ongoing Training. During the Term, SFP may require Franchisee and/or its personnel, including the General Manager, to attend and satisfactorily complete various training courses and programs and evaluation programs, including online training, that SFP chooses to provide (or arranges for third party suppliers to provide) periodically at the times and locations SFP designates. At SFP's option, Franchisee must acquire the equipment, technology, and other products and services that SFP periodically specifies (and pay all associated fees) in order to participate in the learning management platform or other training system that SFP periodically designates. Franchisee's personnel whom SFP periodically specifies also must attend any conventions or other programs that SFP periodically specifies for some or all Smash My Trash Businesses.

4.C. Fees and Expenses During Training. SFP will provide the Initial Training Program to three (3) individuals associated with the Business at no charge, but Franchisee must pay the initial training fee that SFP specifies for any additional individuals attending the Initial Training Program. Franchisee also agrees to pay the training fees that SFP periodically specifies for any ongoing training and evaluation programs that SFP provides. Franchisee also will be responsible for its and its personnel's travel, living and other expenses (including local transportation expenses) and compensation incurred in connection with attendance at any training courses and programs, conventions or work at any Smash My Trash Business that is part of their development.

4.D. General Guidance. SFP will advise Franchisee from time to time regarding the Business's operation based on Franchisee's reports or SFP's inspections, including with respect to

standards, specifications, operating procedures and methods that Smash My Trash Businesses use, purchasing required or recommended Operating Assets and other products, and administrative, bookkeeping and accounting procedures. SFP will guide Franchisee in SFP's operating manual and/or other manuals (collectively, the "**Operations Manual**"); in bulletins or other written materials; by electronic media; by telephone consultation; at SFP's office; at the Business Location; and/or in the Territory. If Franchisee requests and SFP agrees to provide additional or special guidance, assistance or training, Franchisee must pay SFP's then applicable charges, including per diem charges and any travel and living expenses for SFP's personnel. Any specific ongoing training, conventions, advice or assistance that SFP provides does not create an obligation to continue providing that specific training, convention, advice or assistance, all of which SFP may discontinue and modify at any time.

4.E. Operations Manual and System Standards. SFP will provide Franchisee access to the Operations Manual for use in operating the Business during the Term. The Operations Manual might include written or intangible materials and may be made available to Franchisee by various means. At SFP's option, SFP may post the Operations Manual on the System Website or another restricted website to which Franchisee will have access, in which event Franchisee must periodically monitor the website for any updates to the Operations Manual or System Standards. Any passwords or other digital identifications necessary to access the Operations Manual on such a website will be deemed to be part of Confidential Information (defined in Section 11.A). The Operations Manual contains mandatory and suggested specifications, standards, operating procedures and rules that SFP periodically specifies for establishing and/or operating a Smash My Trash Business ("**System Standards**") and information on Franchisee's other obligations under this Agreement. SFP may modify the Operations Manual periodically to reflect changes in System Standards. Franchisee agrees to keep its copy of the Operations Manual current and communicate all updates to its employees in a timely manner. In addition, Franchisee agrees to keep any paper copy of the Operations Manual it maintains in a secure location at the Business Location. If there is a dispute over its contents, SFP's master copy of the Operations Manual controls. Franchisee agrees that the contents of the Operations Manual are confidential and that Franchisee will not disclose the Operations Manual to any person other than Business employees who need to know its contents. Franchisee may not at any time copy, duplicate, record or otherwise reproduce any part of the Operations Manual, except as SFP periodically authorizes for training and operating purposes.

4.F. Delegation of Performance. SFP may delegate the performance of any portion or all of its obligations under this Agreement to its affiliates or other third party designees, whether these designees are SFP's agents or independent contractors with whom SFP contracts to perform these obligations.

## 5. Fees.

5.A. Initial Franchise Fee. On the Agreement Date, Franchisee agrees to pay SFP an initial franchise fee in the amount stated on Exhibit A (the "**Initial Franchise Fee**"). This Initial Franchise Fee is fully earned by SFP when Franchisee signs this Agreement and is not refundable under any circumstances. If the population of the Territory materially exceeds Two Hundred Thousand (200,000) individuals, Franchisee must pay to SFP an additional population fee in the amount stated on Exhibit A (the "**Additional Population Fee**").

5.B. Royalty. Franchisee agrees to pay SFP, on or before the fifth (5<sup>th</sup>) day of the following month, or on such other date as SFP specifies (the “**Payment Day**”), a royalty (“**Royalty**”). Beginning on the Agreement Date and continuing until the date that is nine (9) months after the Opening Date, Franchisee shall pay a Royalty in an amount equal to eight percent (8%) of the Gross Sales (defined in Section 5.D.) of the Business earned, directly or indirectly, from trash compaction services during the previous month, plus eight percent (8%) of Net Revenue (defined in Section 5.D.) of the Business earned, directly or indirectly, from Ancillary Services (defined in Section 6.B.) during the previous month. Beginning on the date that is nine (9) months after the Opening Date and continuing for the duration of the Term, Franchisee shall pay a Royalty in an amount equal to the greater of: (a) eight percent (8%) of the Gross Sales of the Business earned, directly or indirectly, from trash compaction services during the previous month, plus eight percent (8%) of Net Revenue earned, directly or indirectly, from Ancillary Services during the previous month; or (b) Two Thousand Six Hundred Dollars (\$2,600) multiplied by the number of Trucks that Franchisee is required to have in operation as of the applicable Payment Day (the “**Minimum Royalty**”). Each time Franchisee achieves the Additional Truck Threshold, the Minimum Royalty will increase by Two Thousand Six Hundred Dollars (\$2,600) on the date that is six (6) months after the date of the Additional Truck Threshold Notice, without further action by SFP and regardless of whether Franchisee has obtained the additional Truck by such date.

5.C. National Account Fee. Franchisee agrees to pay SFP, on the Payment Day, a fee in an amount equal to ten percent (10%) of the Gross Sales earned for services performed by the Business for any and all National Accounts (the “**National Account Fee**”). With respect to each National Account, the National Account Fee shall be payable for twelve (12) months from the date Franchisee first provides services to such National Account facility. The National Account Fee is in addition to the Royalty and will be tracked and calculated based on each specific National Account facility. After Franchisee has serviced a National Account facility for twelve (12) months, Franchisee will only pay a Royalty on the Gross Sales earned for services performed by the Business for that specific National Account location. For the avoidance of doubt, Franchisee will thereafter continue to pay a National Account Fee on Gross Sales earned for services performed by the Business for all other National Account facilities that Franchisee has not yet serviced for twelve (12) months (including different facilities for the same National Account).

5.D. Definition of Gross Sales and Net Revenue. In this Agreement, “**Gross Sales**” means all revenue that Franchisee receives or otherwise derives directly or indirectly from operating the Business, whether from cash, check, credit and debit card, barter, exchange, trade credit, or other credit transactions, including any implied or imputed Gross Sales from any business interruption insurance. However, “Gross Sales” shall exclude (1) sales taxes, use taxes, and other similar taxes added to the sales price, collected from the customer and paid to the appropriate taxing authority; (2) any bona fide refunds and credits that are actually provided to customers; (3) the face value of coupons or discounts that customers redeem; and (4) any revenue that Franchisee receives from the provision of waste removal services by Heavyweight and/or its franchisees, but only to the extent such revenue is remitted to Heavyweight and/or its franchisees, as applicable. Each charge or sale upon credit shall be treated as a sale for the full price on the day during which such charge or sale is made, irrespective of when Franchisee receives payment (whether full or partial, or at all) on that sale. Amounts paid by gift certificate, gift card, stored value card or similar program are included in Gross Sales when the gift certificate, other instrument or applicable credit is redeemed.

In this Agreement, “**Net Revenue**” means Gross Sales less actual amounts paid to third parties in connection with the performance of Ancillary Services, for which Franchisee is able to provide an invoice and proof of payment to SFP at its request.

5.E. Technology Fee. Beginning on the Agreement Date and continuing for the duration of the Term, Franchisee agrees to pay SFP a fee for technology services in an amount periodically designated by SFP (the “**Technology Fee**”). As of the Agreement Date, the Technology Fee will be the amount set forth on Exhibit A. SFP reserves the right, upon thirty (30) days’ prior written notice to Franchisee, to increase the Technology Fee annually by up to ten percent (10%) each year. Franchisee agrees to pay SFP the Technology Fee via electronic funds transfer or another payment method SFP specifies, together with each payment of the Royalty. If Franchisee and/or its affiliate(s) operate: (a) more than one Smash My Trash Business and/or (b) one or more Heavyweight Waste® businesses, SFP may only require Franchisee to pay the Technology Fee under one of the franchise agreements between Franchisee (and/or its affiliates) and SFP (and/or its affiliates).

5.F. Non-Compliance Fee. If SFP determines that Franchisee has violated any of its obligations under this Agreement, including any failure to comply with any System Standards set forth in the Operations Manual or elsewhere, SFP may send Franchisee a notice of violation and assess Franchisee a fee of Five Hundred Dollars (\$500) (the “**Non-Compliance Fee**”), which must be paid within ten (10) days after Franchisee’s receipt of SFP’s notice. The Non-Compliance Fee applies for each notice of violation that SFP sends to Franchisee, even if the violation is of the same provision of this Agreement for which Franchisee previously received a notice of violation from SFP. SFP reserves all other rights and remedies available to it under this Agreement, any other agreement, and applicable law.

5.G. Automatic Debit. Franchisee must sign and deliver to SFP the documents SFP periodically requires to authorize SFP to debit Franchisee’s bank account automatically for the Royalty, Brand Fund (as defined in Section 7.B.) contribution, Technology Fee, and other amounts due under this Agreement or any related agreement between SFP (or its affiliates) and Franchisee. Franchisee agrees to make the funds available for withdrawal by electronic transfer before each due date. If Franchisee fails to report the Business’s Gross Sales and/or Net Revenue, SFP may debit Franchisee’s account for one hundred twenty percent (120%) of the last Royalty and Brand Fund contribution that SFP debited. If the amounts that SFP debits from Franchisee’s account are less than the amounts Franchisee actually owes SFP (once SFP has determined the Smash My Trash Business’s actual Gross Sales and/or Net Revenue, as applicable), SFP will debit Franchisee’s account for the balance, plus interest due under Section 5.H, on the day SFP specifies. If the amounts that SFP debits from Franchisee’s account are greater than the amounts Franchisee actually owes SFP (once SFP has determined the Business’s actual Gross Sales and/or Net Revenue, as applicable), SFP will credit the excess (without interest) against the amounts SFP otherwise would debit from Franchisee’s account during the following month(s). If the electronic funds transfer payment request is returned due to insufficient funds, Franchisee shall pay SFP a fee equal to the greater of: (i) Thirty Dollars (\$30); or (b) the amount the bank charges SFP due to the insufficient funds. SFP may periodically change the mechanism for Franchisee’s payments of Royalties, Brand Fund contributions, Technology Fees, and other amounts Franchisee owes to SFP and its affiliates under this Agreement or any related agreement. Franchisee may not subordinate

to any other obligation its obligation to pay Royalties, Brand Fund contributions, Technology Fees, or any other fee or charge under this Agreement.

5.H. Interest on Late Payments. All amounts which Franchisee owes SFP, if not paid (or made available for withdrawal from Franchisee's bank account if SFP is then collecting those amounts by automatic debit) by the due date, will bear interest beginning on their due date at one and one-half percent (1.5%) per month or the highest commercial contract interest rate the law allows, whichever is less. Franchisee acknowledges that this Section 5.H is not SFP's agreement to accept any payments after they are due or SFP's commitment to extend credit to, or otherwise finance Franchisee's operation of, the Business. Franchisee's failure to pay all amounts that it owes SFP when due constitutes grounds for SFP's terminating this Agreement under Section 15, notwithstanding this Section 5.H.

5.I. Taxes on Franchisee's Payments. In addition to any sales, use, excise, privilege or other transaction taxes that applicable law requires or permits SFP to collect from Franchisee for the sale, lease or other provision of goods or services under this Agreement, Franchisee shall pay SFP an amount equal to all federal, state, local or foreign (a) sales, use, excise, privilege, occupation or any other transactional taxes, and (b) other taxes or similar exactions, no matter how designated, that are imposed on SFP or that SFP is required to withhold in connection with the receipt or accrual of Royalties or any other amounts payable by Franchisee to SFP under this Agreement, excluding only taxes imposed on SFP for the privilege of conducting business and calculated with respect to SFP's net income, capital, net worth, gross receipts, or some other basis or combination thereof, but not excluding any gross receipts taxes imposed on SFP or its affiliates for Franchisee's payments intended to reimburse SFP or its affiliates for expenditures incurred for Franchisee's benefit and on its behalf. Franchisee shall make any additional required payment pursuant to this Section 5.I in an amount necessary to provide SFP with after-tax receipts (taking into account any additional payments required hereunder) equal to the same amounts that SFP would have received under this Agreement if such additional tax liability or withholding had not been imposed or required.

## **6. Operation of the Business and System Standards.**

### **6.A. Condition and Appearance of the Business Location and Operating Assets.**

(1) Unless SFP provides its prior written consent, Franchisee agrees that it will not use the Business or any part of the Business Location (including any parking area and any adjacent location, including any area designated for storage of Trucks) for any purpose other than operating a Smash My Trash Business in compliance with this Agreement. Franchisee must place or display at the Business Location (interior and exterior) only those signs, logos and display and advertising materials that SFP periodically requires or authorizes during the Term. Franchisee further agrees to maintain the condition and appearance of its Operating Assets and the Business Location (including any parking area) in accordance with SFP's System Standards. Without limiting that obligation, Franchisee agrees to take, without limitation, the following actions during the Term at its expense: (a) thorough cleaning, repainting and redecorating of the interior and exterior of the Business Location and Trucks at intervals that SFP may periodically designate and at SFP's direction; (b) interior and exterior repair of the Business Location, as needed; and (c) repair

or replacement, at SFP's direction, of damaged, worn-out or obsolete Operating Assets at intervals that SFP may periodically specify (or, if SFP does not specify an interval for replacing any Operating Asset, as that Operating Asset needs to be repaired or replaced). SFP may require Franchisee to utilize vendors SFP designates or approves (which may include or be limited to SFP or its affiliates) for service related to the Truck(s) to maintain fleet quality and service standards. Franchisee shall be solely responsible for all costs related to any upgrades, maintenance, or repair to the Truck(s), all other Operating Assets, and the Business Location.

(2) In addition to Franchisee's obligations in Subsection (1) above, once during the Term, SFP may require Franchisee to substantially alter the Business Location's appearance, branding, layout and/or design, and/or replace a material portion of the Operating Assets, in order to meet SFP's then current requirements for new similarly situated Smash My Trash Businesses. Franchisee acknowledges that this obligation could result in its making extensive structural changes to, and significantly remodeling and renovating, the Business Location, and/or in spending substantial amounts for new Operating Assets (including new Truck(s)), and Franchisee agrees to incur any capital expenditures required in order to comply with this obligation and SFP's requirements. Within sixty (60) days after receiving written notice from SFP, Franchisee must have plans prepared according to the standards and specifications SFP prescribes, and Franchisee must submit those plans to SFP for its approval. Franchisee must complete all work according to the plans SFP approves within the time period that SFP reasonably specifies. However, nothing in this paragraph in any way limits Franchisee's obligation to comply with all mandatory System Standards that SFP periodically specifies.

(3) Franchisee shall utilize the Truck(s) solely for the Business.

6.B. Products and Services the Business Offers. Franchisee agrees that: (1) the Business must offer all products and services that SFP periodically specifies as being mandatory; (2) Franchisee may not offer, sell, or otherwise provide at the Business, the Business Location or any other location any products or services that SFP has not authorized; (3) Franchisee must discontinue offering, selling or otherwise providing any products or services (including Ancillary Services, as defined below) that SFP at any time disapproves in writing; and (4) Franchisee may not sell any products at wholesale without SFP's prior written consent. SFP may permit or require Franchisee to offer and sell certain ancillary products and services other than trash compaction services (the "**Ancillary Services**"). Franchisee may not provide any Ancillary Services without SFP's prior written consent. SFP may condition any approval of Ancillary Services on Franchisee signing an addendum to this Agreement, pursuant to which SFP may set forth the terms and conditions for Franchisee's provision of such Ancillary Services.

6.C. Approved Products, Distributors and Suppliers. SFP reserves the right to periodically designate and approve standards, specifications, suppliers and/or distributors of the furniture, fixtures, Trucks, Computer System components, tools, equipment, furnishings, signs, and other products and services that SFP periodically requires for use at or sale by the Business (the "**Operating Assets**"). During the Term, Franchisee must purchase or lease all Operating Assets and other products and services for the Business only according to the System Standards and, if SFP requires, only from suppliers or distributors that SFP designates or approves (which



may include or be limited to SFP or its affiliates). SFP and/or its affiliates may derive revenue based on Franchisee's purchases and leases, including from charging Franchisee for products and services that SFP or its affiliates provide to Franchisee and from promotional allowances, volume discounts and other payments made to SFP by suppliers and/or distributors that it designates or approves for some or all of its franchisees. SFP and its affiliates may use all amounts received from suppliers and/or distributors, whether or not based on Franchisee's or other franchisees' actual or prospective dealings with them, without restriction for any purposes SFP or its affiliates deem appropriate.

If Franchisee wants to use any Operating Assets or other products or services for or at the Business that SFP has not yet evaluated, or purchase or lease any Operating Assets or other products or services from a supplier or distributor that SFP has not yet approved (for Operating Assets or other products and services that SFP requires Franchisee to purchase only from designated or approved suppliers or distributors), Franchisee first must submit sufficient information, specifications and samples for SFP to determine whether the product or service complies with SFP's standards and specifications and/or the supplier or distributor meets SFP's criteria. For each supplier, distributor, or product Franchisee submits for SFP's review, Franchisee must pay SFP a reasonable fee in the amount SFP periodically specifies to partially cover inspection and evaluation costs. SFP may condition its approval of a supplier or distributor on requirements relating to product quality, prices, consistency, warranty, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints) and/or other criteria. SFP has the right to inspect the proposed supplier's or distributor's facilities and to require the proposed supplier or distributor to deliver product or other samples, at its option, either directly to SFP or to any independent laboratory that SFP designates for testing. SFP reserves the right periodically to re-inspect the facilities, products and services of any approved supplier or distributor and to revoke its approval of any supplier, distributor, product or service that does not continue to meet its criteria. Notwithstanding the foregoing, Franchisee agrees that SFP may limit the number of approved suppliers with whom Franchisee may deal, designate sources that Franchisee must use, and/or refuse any of Franchisee's requests for any reason, including if SFP has already designated an exclusive source (which might be it or its affiliate) for the applicable product or service or if SFP believes that doing so is in the best interests of the Smash My Trash Business network.

6.D. National Accounts. SFP reserves the right to establish and administer a National Accounts program. "**National Accounts**" are national, regional or other customer groups or associations who represent, or purport to represent, one or more individuals or entities (which may include one or more of SFP's affiliates) who may (1) utilize the services of multiple Smash My Trash Businesses; and/or (2) require or benefit from specific terms or provisions in connection with the products or services that Smash My Trash Businesses provide, including special insurance, experience, equipment, pricing, payment terms, turnaround requirements, or approvals. If SFP establishes a National Accounts program, Franchisee must participate in that program in the manner that SFP periodically specifies. Franchisee must comply with all National Accounts program standards and procedures set forth in the Operations Manual and/or as SFP may otherwise communicate to Franchisee, as well as the specific terms of SFP's arrangement with each applicable National Account.

6.E. Customer Services. SFP may provide certain customer services for the Business, which may include the Booking Systems (defined below), a back-of-house customer service center, and remote payment processing (as SFP may periodically modify them, collectively, the “**Customer Services**”), for which SFP may charge Franchisee reasonable fees. “**Booking Systems**” means any customer booking processes that SFP periodically specifies in which all or certain Smash My Trash Businesses participate, including call-center, web-based and app-based booking processes, and any other program or system that SFP may periodically specify. Franchisee agrees to accept and fulfill all bookings the Business receives through the Booking Systems in accordance with this Agreement and all applicable System Standards to the maximum extent the law allows. SFP may periodically modify any Customer Services, including the services provided, and may periodically stop providing any or all Customer Services upon notice to Franchisee.

6.F. Compliance with Laws and Good Business Practices. Franchisee is solely responsible for maintaining full compliance with all applicable regulations at all times, including all state and federal department of transportation regulations, and must secure and maintain in force throughout the Term all required licenses, permits and certificates relating to the Business’s operation and operate the Business in full compliance with applicable laws, ordinances, regulations, and all regulatory and safety requirements, including driver drug tests, travel log compliance and Department of Transportation inspection requirements. SFP may require Franchisee to utilize safety and compliance platforms approved by SFP or its affiliates.

Franchisee must also comply with Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and any other federal, state, or local law, ordinance, regulation, policy, list or other requirement of any governmental authority addressing or in any way relating to terrorist acts or acts of war (“**Anti-Terrorism Laws**”). Without limiting the foregoing, Franchisee represents and warrants to SFP that none of Franchisee’s (or its Owners’) property or interests is subject to being blocked under, and Franchisee and its Owners otherwise are not in violation of, any Anti-Terrorism Law.

The Business must in all dealings with its customers, prospective customers, suppliers, SFP and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee agrees to refrain from any business or advertising practice which might injure SFP’s business or reputation or the goodwill associated with the Marks or other Smash My Trash Businesses. Franchisee must notify SFP in writing within five (5) days of: (1) the commencement of any action, suit or proceeding relating to the Business; (2) the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality which might adversely affect Franchisee’s operation or financial condition or that of the Business; and (3) any notice of violation or alleged violation of any law, ordinance or regulation relating to the Business.

6.G. Insurance. During the Term, Franchisee must maintain in force at Franchisee’s sole expense the insurance coverage for the Business (including the Business Location) in the amounts, covering the risks, and containing only the exceptions and exclusions that SFP periodically specifies for similarly situated Smash My Trash Businesses. All of Franchisee’s insurance carriers must be rated A or higher by A.M. Best and Company, Inc. (or such similar criteria as SFP periodically specifies). These insurance policies must be in effect on or before the deadlines SFP

specifies. All coverage must be on an “occurrence” basis, except for employment practices liability insurance coverage, which is on a “claims made” basis. All policies shall apply on a primary and non-contributory basis to any other insurance or self-insurance that SFP or its affiliates maintain. All coverage must provide for waiver of subrogation in favor of SFP and its affiliates. SFP may, upon at least sixty (60) days’ notice to Franchisee, periodically increase the amounts of coverage required and/or require different or additional insurance coverage at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. All insurance policies must name SFP and any affiliates it designates as an additional insured and provide for thirty (30) days’ prior written notice to SFP of a policy’s material modification or cancellation. Franchisee agrees periodically to send SFP a valid certificate of insurance or duplicate insurance policy evidencing that Franchisee has maintained the required coverage and paid the applicable premiums. If Franchisee fails to obtain or maintain (or to prove that it has obtained or maintained) the insurance SFP specifies, in addition to its other remedies, SFP may (but need not) obtain such insurance for Franchisee and the Business on Franchisee’s behalf, in which event Franchisee shall cooperate with SFP and reimburse SFP for all premiums, costs and expenses it incurs in obtaining and maintaining the insurance. Franchisee must also promptly provide Franchisor with loss run reports upon Franchisor’s request.

6.H. Compliance With System Standards. Franchisee acknowledges and agrees that operating and maintaining the Business according to System Standards, as SFP may periodically modify and supplement them, are essential to preserve the goodwill of the Marks and all Businesses. Therefore, Franchisee agrees at all times to operate and maintain the Business according to each and every System Standard, as SFP periodically modifies and supplements them. System Standards may (except as specifically set forth below) regulate any aspect of the Business’s establishment, operation and maintenance, including any one or more of the following:

- (1) sales, marketing, advertising, promotional and public relations programs and materials for the Business and media used in these programs, including participation in and compliance with the requirements of any special advertising, marketing, promotional and public relations programs that SFP periodically specifies in which all or certain Smash My Trash Businesses participate, such as standards for participating in charitable, community involvement and public relations programs, as SFP periodically modifies them;
- (2) standards, requirements and procedures for participating in, and accepting and fulfilling bookings through, the Booking Systems;
- (3) work order fulfillment requirements;
- (4) required standards and procedures for use of the Trucks and provision of services;
- (5) participation in the National Accounts program;

(6) the design and appearance of the Business, including the Business Location, and its Operating Assets, including branding and cleanliness and the placement, maintenance, repair and replacement of equipment;

(7) minimum and required standards and specifications for products, equipment, materials, supplies and services that Franchisee's Business uses and/or sells;

(8) participation in and requirements for group purchasing programs for certain Operating Assets and/or other products and services that Smash My Trash Businesses use or sell;

(9) maximum, minimum or other pricing requirements for products and services that the Business offers, including requirements for National Accounts, referral fees, revenue sharing arrangements with Heavyweight and/or its franchisees, promotions, special offers and discounts in which some or all Smash My Trash Businesses participate, in each case to the maximum extent the law allows;

(10) requirements for vehicles, Trucks, training, qualifications, conduct and appearance of personnel, and format and use of materials and supplies (including display of the Marks thereon);

(11) requirements regarding the reporting of Gross Sales, Net Revenue, and expenses for the Business under this Agreement and the business(es) under any and all other franchise agreement(s) with SFP and/or its affiliate(s);

(12) participation in market research and test programs that SFP periodically requires or approves concerning various aspects of the Franchise System, including new or updated procedures, systems, equipment, signs, trade dress, supplies, marketing materials and strategies, merchandising strategies, products and services;

(13) issuing and honoring gift certificates, gift cards, stored value cards and similar items and participating in other promotions, including any customer loyalty programs and promotions and procedures for resolving customer complaints that SFP periodically specifies;

(14) accepting credit and debit cards and other payment systems, including through the Computer System; and

(15) any other aspects of establishing, operating and maintaining the Business that SFP determines to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks and the Business.

Franchisee acknowledges that SFP's periodic modification of SFP's System Standards (including to accommodate changes to the Computer System and the Marks), which may accommodate regional and/or local variations, may obligate Franchisee to invest additional capital in the Business and incur higher operating costs, and Franchisee agrees to comply with those obligations within the time period SFP specifies. Although SFP retains the right to establish and periodically modify the Franchise System and System Standards that Franchisee has agreed to

follow, Franchisee retains the responsibility for the day-to-day management and operation of the Business and implementing and maintaining System Standards at the Business.

SFP and Franchisee agree that any materials, guidance or assistance that SFP provides with respect to the terms and conditions of employment for Franchisee's employees, employee hiring, firing and discipline, and similar employment-related policies or procedures, whether in the Operations Manual or otherwise, are solely for Franchisee's optional use. Those materials, guidance and assistance do not form part of the mandatory System Standards. Franchisee will determine to what extent, if any, these materials, guidance or assistance should apply to the Business's employees. Franchisee acknowledges that SFP does not dictate or control labor or employment matters for franchisees and their employees and will not be responsible for the safety and security of Business employees or patrons. Franchisee is solely responsible for determining the terms and conditions of employment for all Business employees, for all decisions concerning the hiring, firing and discipline of the Business's employees, and for all other aspects of the Business's labor relations and employment practices.

6.I. Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints. SFP may take any action it deems appropriate to resolve a customer complaint regarding the Business (including, without limitation, reimbursing the customer), and SFP may require Franchisee to reimburse SFP for its expenses.

6.J. Modification of Franchise System. SFP reserves the right to vary the Franchise System and/or System Standards for any Smash My Trash Business or group of Smash My Trash businesses based upon the peculiarities of any conditions or factors that SFP considers important to its operations. Franchisee has no right to require SFP to grant Franchisee a similar variation or accommodation.

6.K. SFP's Right of First Opportunity for Equipment. Franchisee shall not sell, sublease, scrap, donate, barter, or otherwise dispose of any equipment used in connection with the operation of the Business, including Trucks, parts, inventory, tools, and communication devices (the "**Equipment**"), without SFP's prior written consent. During the Term, SFP shall have a right of first opportunity to purchase from Franchisee any Equipment (the "**Equipment ROFO**"). Franchisee must promptly provide written notice to SFP if it wishes to sell, sublease, scrap, donate, barter or otherwise dispose of any Equipment (the "**Franchisee Notice**"). To exercise the Equipment ROFO, SFP must: (a) provide Franchisee written notice, within ten (10) days following the date SFP receives the Franchisee Notice, that SFP desires to exercise the Equipment ROFO (the "**SFP Notice**"); and (b) sign a purchase agreement and related documents with Franchisee for the right to purchase the Equipment at fair market value, as determined by SFP in its reasonable opinion, less a restocking fee equal to five percent (5%) of the fair market value, within thirty (30) days following the date SFP receives the Franchisee Notice. SFP may set off against the purchase price of the Equipment, and reduce the purchase price by, any and all amounts Franchisee owes SFP and/or its affiliates. SFP is entitled to all customary representations, warranties and indemnities in its Equipment purchase, including representations and warranties as to ownership and condition of, and title to, the Equipment, liens and encumbrances on the Equipment, validity of contracts and agreements, and liabilities affecting the Equipment, contingent or otherwise, and indemnities for all actions, events and conditions that existed or occurred in connection with the Equipment prior to the closing of the purchase. At the closing, Franchisee agrees to deliver

instruments transferring to SFP good and merchantable title to the Equipment, free and clear of all liens and encumbrances (other than liens and security interests acceptable to SFP), with all sales and transfer taxes paid by Franchisee. If Franchisee cannot deliver clear title to the Equipment, or if there are other unresolved issues, the sale will be closed through an escrow. SFP may assign its rights under this Section 6.K to any Person (who may be SFP's affiliate), and that Person will have all of the rights and obligations under this Section 6.K.

## **7. Marketing.**

7.A. Market Introduction Program. SFP may require Franchisee, at Franchisee's expense, to implement a market introduction program for the Business in accordance with the requirements in the Operations Manual and the System Standards, which requirements may specify the nature and media of advertising and the minimum required expenditures.

7.B. Brand Fund. SFP administers and controls a marketing and brand fund (the "**Brand Fund**") for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs, tools and materials for all or a group of Smash My Trash Businesses that SFP periodically deems appropriate. Franchisee agrees to pay SFP via electronic funds transfer or another payment method SFP specifies and together with each payment of the Royalty, a contribution to the Brand Fund in an amount that SFP periodically specifies. As of the Agreement Date, Franchisee must contribute one percent (1%) of Gross Sales to the Brand Fund on or before the Payment Day.

SFP has the right to designate and direct all programs that the Brand Fund finances, with sole control over the creative and business concepts, materials and endorsements used and their geographic, market and media placement and allocation. The Brand Fund may pay for preparing, producing and placing video, audio and written materials, electronic media and Social Media (defined in Section 7.F); developing, maintaining and administering one or more System Websites, including online sales and customer retention programs, mobile applications, and other technologies used to reach customers and potential customers; developing, maintaining and administering the Customer Services; soliciting and maintaining National Accounts; administering national, regional, multi-regional and local marketing, advertising, promotional and customer relationship management programs, including purchasing trade journal, direct mail, Internet and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; attending trade shows and other events; sponsorships; administering contests and sweepstakes; and supporting public and customer relations, market research, and other advertising, promotion, marketing and brand-related activities. The Brand Fund also may reimburse Business operators (including SFP and/or its affiliates) for expenditures consistent with the Brand Fund's purposes that SFP periodically specifies. SFP also may implement programs that could be financed by the Brand Fund, but choose to have them financed through other means, such as direct payments by Franchisee and other participating Smash My Trash Business operators.

SFP will account for the Brand Fund separately from SFP's other funds and not use the Brand Fund to pay any of SFP's general operating expenses, except to compensate SFP and its affiliates for the reasonable salaries, administrative costs, travel expenses, overhead and other costs SFP and they incur in connection with activities performed for the Brand Fund and its programs, including conducting market research, preparing advertising and marketing materials, maintaining

and administering the System Website and/or Social Media, developing technologies to be used by the Brand Fund or its programs, collecting and accounting for Brand Fund contributions, and paying taxes on contributions. The Brand Fund is not a trust, and SFP does not owe Franchisee fiduciary obligations because of SFP's maintaining, directing or administering the Brand Fund or any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year, borrow from SFP or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. SFP will use all interest earned on Brand Fund contributions to pay costs before using the Brand Fund's other assets. SFP will prepare an annual, unaudited statement of Brand Fund collections and expenses and give Franchisee the statement upon written request. SFP may have the Brand Fund audited periodically at the Brand Fund's expense by an independent accountant SFP selects. SFP may incorporate the Brand Fund or operate it through a separate entity whenever SFP deems appropriate. The successor entity will have all of the rights and duties specified in this Section 7.B.

SFP intends the Brand Fund to maximize recognition of the Marks and patronage of Smash My Trash Businesses. Although SFP will try to use the Brand Fund to develop and/or implement advertising and marketing materials and programs and for other uses (consistent with this Section 7.B) that will benefit all or certain contributing Smash My Trash Businesses, SFP need not ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Brand Fund contributions from Smash My Trash Businesses operating in that geographic area, or that any Smash My Trash Business benefits directly or in proportion to the Brand Fund contributions that it makes. SFP has the right, but no obligation, to use collection agents and institute legal proceedings at the Brand Fund's expense to collect Brand Fund contributions. SFP also may forgive, waive, settle and compromise all claims by or against the Brand Fund. Except as expressly provided in this Section 7.B, SFP assumes no direct or indirect liability or obligation to Franchisee for maintaining, directing or administering the Brand Fund.

SFP may at any time defer or reduce a Smash My Trash Business operator's contributions to the Brand Fund and, upon at least thirty (30) days' written notice to Franchisee, reduce or suspend Brand Fund contributions and/or operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If SFP terminates the Brand Fund, SFP will (at its option) either spend the remaining Brand Fund assets in accordance with this Section 7.B or distribute the unspent assets to Smash My Trash Business operators (including SFP and its affiliates, if applicable) then contributing to the Brand Fund in proportion to their contributions during the preceding twelve (12)-month period.

7.C. Local Marketing. Franchisee agrees at its expense to participate in the manner SFP periodically specifies in all advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs that SFP periodically designates for the Business. Franchisee must ensure that all of its advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials that Franchisee or its agents or representatives develop or implement relating to the Business (collectively, "**Local Marketing**") is completely clear, factual and not misleading, complies with all applicable laws and regulations, and conforms to the highest ethical standards and the advertising and marketing policies that SFP periodically specifies. Before using them, Franchisee agrees to send to SFP, for its approval, descriptions and samples of all proposed Local Marketing that SFP has not prepared or previously approved within the preceding six (6) months.

If Franchisee does not receive written notice of approval from SFP within five (5) business days after SFP receives the materials, they are deemed disapproved. Franchisee may not conduct or use any Local Marketing that SFP has not approved or has disapproved. At SFP's option, Franchisee must contract with one or more suppliers that SFP designates or approves (which may include or be limited to SFP or its affiliates) to develop and/or implement Local Marketing. SFP assumes no liability to Franchisee or any other party due to its specifying any programs or materials or its approval or disapproval of any Local Marketing.

7.D. Advertising Cooperatives. SFP may designate a geographic area in which two (2) or more Smash My Trash Businesses are located as an area for an advertising or marketing cooperative (a “**Cooperative**”). The Cooperative's members in any area are the owners of all of the Smash My Trash Businesses located and operating in that area (including SFP and its affiliates, if applicable) that SFP has the right to require to participate in the Cooperative. Each Cooperative will be organized and governed in a form and manner, and begin operating on a date, that SFP determines. SFP may change, dissolve and merge Cooperatives. Each Cooperative's purpose is, with SFP's approval, to develop, administer or implement advertising, marketing and promotional materials and programs for the area that the Cooperative covers. If, as of the Agreement Date, SFP has established a Cooperative for the geographic area in which the Business is located, or if SFP establishes a Cooperative in that area during the Term, Franchisee agrees to sign the documents that SFP requires to become a member of the Cooperative and to participate in the Cooperative as those documents require. Franchisee agrees to contribute to the Cooperative the amounts that the Cooperative determines, subject to SFP's approval.

All material decisions of the Cooperative, including contribution levels (which also require SFP's approval), will require the affirmative vote of more than fifty percent (50%) of all Smash My Trash Businesses that are required to participate in the Cooperative (including, if applicable, those operated by SFP or its affiliate), with each Smash My Trash Business receiving one (1) vote. Franchisee agrees to send SFP and the Cooperative any reports that SFP or the Cooperative periodically requires. The Cooperative will operate solely to collect and spend Cooperative contributions for the purposes described above. The Cooperative and its members may not use any advertising, marketing or promotional programs or materials that SFP has not approved.

7.E. System Website. SFP or one or more of its designees may establish a website or series of websites or similar technologies, including mobile applications and other technological advances that perform functions similar to those performed on traditional websites, for the Smash My Trash Business network to advertise, market and promote Smash My Trash Businesses, the products and services they offer, and the Smash My Trash Business franchise opportunity; to facilitate the operations of Smash My Trash Businesses (including, at SFP's option, online booking and/or sales); and/or for any other purposes that SFP determines is appropriate for Smash My Trash Businesses (those websites, applications and other technological advances are collectively called the “**System Website**”). If SFP includes information about Franchisee's Business on the System Website, then Franchisee agrees to give SFP the information and materials that SFP periodically requests concerning the Business and otherwise participate in the System Website in the manner that SFP periodically specifies. SFP has the final decision concerning all information and functionality that appears on the System Website and will update or modify the System Website according to a schedule that SFP determines. By posting or submitting to SFP information or materials for the System Website, Franchisee is representing to SFP that the information and



materials are accurate and not misleading and do not infringe any third party's rights. Franchisee must notify SFP whenever any information about Franchisee or the Business on the System Website changes or is not accurate.

SFP or its affiliate owns all intellectual property and other rights in the System Website and all information it contains, including the domain name or URL for the System Website and all subsidiary websites, the log of "hits" by visitors, and any personal or business data that visitors (including Franchisee, its personnel and its customers) supply. SFP may use the Brand Fund's assets to develop, maintain, support and update the System Website. SFP may implement and periodically modify System Standards relating to the System Website and, at SFP's option, may discontinue all or any part of the System Website, or any services offered through the System Website, at any time.

All Local Marketing that Franchisee develops for the Business must contain notices of the System Website in the manner that SFP periodically designates. Franchisee may not develop, maintain or authorize any other website, other online presence or other electronic medium (such as mobile applications, kiosks and other interactive properties or technology-based programs) that mentions or describes Franchisee, the Business or its products or services or that displays any of the Marks. Except for the System Website (if applicable), Franchisee may not conduct commerce or directly or indirectly offer or sell any products or services using any website, another electronic means or medium, or otherwise over the Internet or using any other technology-based program without SFP's approval.

Nothing in this Section 7.E shall limit SFP's right to maintain websites and technologies other than the System Website or to offer and sell products or services under the Marks from the System Website, another website or technology, or otherwise over the Internet (including to the Business's customers and prospective customers) without payment or obligation of any kind to Franchisee.

7.F. Social Media. Franchisee agrees to comply with SFP's policies and requirements (as SFP periodically modifies them) concerning blogs, common social networks like Facebook, professional networks like LinkedIn, live-blogging tools like X, virtual worlds, file, audio and video sharing sites like Pinterest, Instagram and TikTok, and other similar social networking or media sites or tools (collectively, "**Social Media**") that in any way reference the Marks or involve the Business. Franchisee acknowledges that these policies may involve prohibitions on Franchisee's and its representatives' use of Social Media in connection with the Marks or the Business.

## **8. Records, Reports and Financial Statements**

Franchisee agrees to establish and maintain at its own expense a bookkeeping, accounting and recordkeeping system conforming to the requirements and formats that SFP periodically specifies. SFP may require Franchisee to use the Computer System to maintain certain sales and expense data, financial statements, Customer Data (as defined in Section 11.B) and other information, in the formats that SFP periodically specifies, and to transmit that data and information to SFP on a schedule that SFP periodically specifies. At SFP's option, the Computer System must allow SFP unlimited, independent access to, and the ability to download, all

information in the Computer System at any time, other than records relating to labor relations and employment practices for the Business's employees (collectively, "**Employment Records**").

Franchisee also agrees to give SFP in the manner and format that SFP periodically specifies:

- (a) on or before the Payment Day of each month, a report on the Business's Gross Sales and Net Revenue during the previous month
- (b) within twenty (20) days after the end of each month, monthly and year-to-date profit and loss and source and use of funds statements and a balance sheet for the Business as of the end of the previous month; and
- (c) within fifteen (15) days after SFP's request, exact copies of federal and state income and other tax returns and any other forms, records, reports and other information that SFP periodically requires relating to the Business or Franchisee, other than Employment Records.

Franchisee agrees to certify or validate each report and financial statement in the manner that SFP periodically specifies. SFP may disclose data derived from these reports, including by creating and circulating reports on the financial results of the Business and/or some or all other Smash My Trash Businesses to other Smash My Trash Business owners and prospective franchisees.

Franchisee agrees to preserve and maintain all records in a secure location at the Business Location or other safe location during the Term and for at least five (5) years afterward. If SFP determines that Franchisee has failed to comply with Franchisee's reporting or payment obligations under this Agreement, including by submitting any false reports, SFP may require Franchisee to have audited financial statements prepared annually by a certified public accountant at Franchisee's expense during the remaining Term, in addition to SFP's other remedies and rights under the Agreement and applicable law.

## **9. Inspections, Evaluations and Audits.**

9.A. Inspections and Evaluations. To determine whether Franchisee and the Business are complying with this Agreement and all System Standards, SFP and its designated agents and representatives may at all times, and without prior notice to Franchisee: (a) inspect the Business and any aspect of its operations; (b) examine and copy the Business's business, bookkeeping and accounting records, tax records and returns, and other records and documents (other than Employment Records); (c) observe, videotape or otherwise monitor and/or evaluate (or have Franchisee or a third party observe, videotape or otherwise monitor and/or evaluate), whether on-site or remotely, the Business's operation, including both disclosed and undisclosed or so-called "mystery shopping" evaluations of Business operations, for consecutive or intermittent periods SFP deems necessary; and (d) discuss matters with the Business's personnel, customers and prospective customers. Franchisee agrees to cooperate with SFP and its designated agents and representatives fully. If SFP exercises any of these rights, SFP will use commercially reasonable efforts not to interfere unreasonably with the Business's operation. Franchisee agrees that Franchisee's failure to satisfy SFP's System Standards in any quality assurance inspection or evaluation conducted with respect to the Business is a default under this Agreement. Without

limiting SFP's other rights and remedies under this Agreement, Franchisee agrees promptly to correct at its expense all failures to comply with this Agreement (including any System Standards) that SFP's inspectors note within the time period SFP specifies following Franchisee's receipt of SFP's notice, which might include Franchisee's personnel completing additional training at its expense or SFP conducting additional inspections or evaluations, for which SFP may charge Franchisee a reasonable fee.

9.B. Audits. SFP may at any time during Franchisee's business hours, and without prior notice to Franchisee, examine the Business's business, bookkeeping and accounting records, tax records and returns, and other records (other than Employment Records). Franchisee agrees to fully cooperate with SFP's representatives and/or any independent accountants SFP hires to conduct any such inspection or audit. If any inspection or audit discloses an understatement of the Gross Sales and/or Net Revenue of the Business, Franchisee must pay SFP, within fifteen (15) days after receiving the inspection or audit report, the Royalties, Brand Fund contributions and any other amounts due on the amount of the understatement, plus interest (in the amount described in Section 5.H) from the date originally due until the date of payment. If SFP reasonably determines that an inspection or audit is necessary due to Franchisee's failure to furnish reports, supporting records or other information as required, or to furnish these items on a timely basis, or if SFP's examination reveals a Royalty or Brand Fund contribution understatement exceeding three percent (3%) of the amount that Franchisee actually reported to SFP for the period examined, Franchisee agrees to reimburse SFP for the cost of its examination, including legal fees and independent accountants' fees, plus the travel expenses, room and board, and compensation of SFP's employees and representatives. These remedies are in addition to SFP's other remedies and rights under this Agreement and applicable law.

## **10. Marks.**

10.A. Ownership and Goodwill of Marks. Franchisee's right to use the Marks is derived only from this Agreement and is limited to Franchisee's operating the Business according to this Agreement and all System Standards SFP implements during the Term. Franchisee's unauthorized use of the Marks is a breach of this Agreement and infringes SFP's rights in the Marks. Franchisee's use of the Marks and any goodwill established by that use are for SFP's exclusive benefit, and this Agreement does not confer any goodwill or other interests in the Marks upon Franchisee (other than the right to operate the Business under this Agreement). All provisions of this Agreement relating to the Marks apply to any additional and substitute trademarks and service marks that SFP periodically authorizes Franchisee to use. Franchisee may not at any time during or after the Term contest or assist any other person or Entity in contesting the validity, or SFP's ownership, of the Marks.

10.B. Limitations on Franchisee's Use of Marks. Franchisee agrees to use the Marks as the Business's sole identification, subject to the notices of independent ownership that SFP periodically designates. Franchisee may not use any Mark (1) as part of any corporate or legal business name, (2) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos SFP has licensed to Franchisee), (3) in selling any unauthorized services or products, (4) as part of any domain name, electronic address, metatag or otherwise in connection with any Social Media, website or other electronic medium without SFP's consent, or (5) in any other manner SFP has not expressly authorized in writing. Franchisee may not use any Mark in

advertising the transfer, sale or other disposition of the Business or any direct or indirect Ownership Interest in Franchisee without SFP's prior written consent, which SFP will not unreasonably withhold. Franchisee may not manufacture, use, sell, or distribute, or contract with any party other than SFP's or its affiliate's authorized licensees to manufacture, use, sell, or distribute, any products bearing any of the Marks. Franchisee agrees to display the Marks prominently as SFP periodically specifies at the Business and on forms, advertising, supplies, vehicles, employee uniforms and other materials SFP periodically designates. Franchisee agrees to give the notices of trademark and service mark registrations that SFP periodically specifies and to obtain any fictitious or assumed name registrations required under applicable law.

10.C. Notification of Infringements and Claims. Franchisee agrees to notify SFP immediately of any actual or apparent infringement of or challenge to Franchisee's use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than SFP, its attorneys, and Franchisee's attorneys, regarding any infringement, challenge or claim. SFP may take the action that SFP deems appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office proceeding or other proceeding arising from any infringement, challenge or claim or otherwise concerning any Mark. Franchisee agrees to sign any documents and take any reasonable actions that, in the opinion of SFP's attorneys, are necessary or advisable to protect and maintain SFP's interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain SFP's interests in the Marks. At its option, SFP may defend and control the defense of any litigation or proceeding relating to any Mark.

10.D. Discontinuance of Use of Marks. If SFP believes at any time that it is advisable for SFP and/or Franchisee to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, Franchisee agrees to comply with SFP's directions within a reasonable time after receiving notice. SFP need not reimburse Franchisee for its expenses in complying with these directions (such as costs Franchisee incurs in changing the Business's signs or replacing supplies), for any loss of revenue due to any modified or discontinued Mark, or for Franchisee's expenses of promoting a modified or substitute trademark or service mark.

10.E. Indemnification for Use of Marks. SFP agrees to reimburse Franchisee for all damages and expenses Franchisee incurs or for which Franchisee is liable in any proceeding challenging Franchisee's right to use any Mark under this Agreement, provided Franchisee's use has been consistent with this Agreement, the Operations Manual and System Standards and Franchisee has timely notified SFP of, and comply with SFP's directions in responding to, the proceeding.

## **11. Confidential Information, Customer Data and Innovations.**

11.A. Confidential Information. SFP and its affiliates possess (and will continue to develop and acquire) certain confidential information relating to the establishment and operation of Smash My Trash Businesses (the "**Confidential Information**"), including:

- (1) establishment plans for Smash My Trash Businesses;

(2) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge and experience used in establishing and operating Smash My Trash Businesses;

(3) marketing research and promotional, marketing, advertising, public relations, customer relationship management and other brand-related materials and programs for Smash My Trash Businesses;

(4) knowledge of specifications for and suppliers of, and methods of ordering, certain Operating Assets and other products that Smash My Trash Businesses use and/or sell;

(5) knowledge of the operating results and financial performance of Smash My Trash Businesses other than the Business;

(6) terms of arrangements and other data associated with National Accounts, including third party brokerage arrangements;

(7) customer communication and retention programs, along with data used or generated in connection with those programs, including Customer Data; and

(8) any other information SFP reasonably designates from time to time as confidential or proprietary.

Franchisee acknowledges and agrees that by entering into this Agreement and/or acquiring the Business, Franchisee will not acquire any interest in Confidential Information, other than the right to use certain Confidential Information that SFP periodically designates in operating the Business during the Term and according to the System Standards and this Agreement's other terms and conditions, and that Franchisee's use of any Confidential Information in any other business would constitute an unfair method of competition with SFP and its franchisees. SFP and its affiliates own all right, title and interest in and to the Confidential Information. Franchisee further acknowledges and agrees that the Confidential Information is proprietary, includes SFP's trade secrets, and is disclosed to Franchisee only on the condition that Franchisee and its Owners agree, and Franchisee and they do agree, that Franchisee and its Owners:

(a) will not use any Confidential Information in any other business or capacity, whether during or after the Term;

(b) will keep the Confidential Information absolutely confidential, both during the Term and thereafter for as long as the information is not in the public domain;

(c) will not make unauthorized copies of any Confidential Information disclosed in written or other tangible or intangible form;

(d) will adopt and implement all reasonable procedures that SFP periodically designates to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to personnel of the Business and others needing to know such Confidential Information to operate the Business, and using confidentiality agreements

with those having access to Confidential Information. SFP has the right to regulate the form of agreement that Franchisee uses and to be a third party beneficiary of that agreement with independent enforcement rights; and

(e) will not sell, trade or otherwise profit in any way from the Confidential Information, except during the Term using methods SFP approves.

“Confidential Information” does not include information, knowledge or know-how that is or becomes generally known in the waste compaction industry (without violating an obligation to SFP or its affiliate) or that Franchisee knew from previous business experience before SFP provided it to Franchisee (directly or indirectly) or before Franchisee began training or operating the Business. If SFP includes any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that the exclusion in this paragraph is fulfilled.

11.B. Customer Data. Franchisee must comply with SFP’s System Standards, other directions from SFP, prevailing industry standards (including payment card industry data security standards), all contracts to which Franchisee is a party or otherwise bound, and all applicable laws and regulations, as any of them may be modified from time to time, regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of Customer Data on Franchisee’s Computer System or otherwise in Franchisee’s possession or control and, in any event, employ reasonable means to safeguard the confidentiality and security of Customer Data. “**Customer Data**” means names, contact information, financial information, booking and purchase history, and other personal information of or relating to the Business’s customers and prospective customers. If there is a suspected or actual breach of security or unauthorized access involving Franchisee’s Customer Data (a “**Data Security Incident**”), Franchisee must notify SFP immediately after becoming aware of such actual or suspected occurrence and specify the extent to which Customer Data was compromised or disclosed. Franchisee must comply with SFP’s instructions in responding to any Data Security Incident. SFP has the right, but no obligation, to control the direction and handling of any Data Security Incident and any related investigation, litigation, administrative proceeding or other proceeding at Franchisee’s expense.

SFP and its affiliates may, through the Computer System or otherwise, have access to Customer Data. During and after the Term, SFP and its affiliates may make any and all disclosures and use the Customer Data in its and their business activities and in any manner that SFP or they deem necessary or appropriate. Franchisee must secure from its vendors, customers, prospective customers and others all consents and authorizations, and provide them all disclosures, that applicable law requires to transmit the Customer Data to SFP and its affiliates and for SFP and its affiliates to use that Customer Data in the manner that this Agreement contemplates.

11.C. Innovations. All ideas, concepts, techniques or materials relating to a Smash My Trash Business (collectively, “**Innovations**”), whether or not protectable intellectual property and whether created by or for Franchisee or its Owners, employees or contractors, must be promptly disclosed to SFP and will be deemed to be SFP’s sole and exclusive property, part of the Franchise System, and works made-for-hire for SFP. To the extent any Innovation does not qualify as a work made-for-hire for SFP, by this paragraph Franchisee assigns ownership of that Innovation, and all related rights to that Innovation, to SFP and agrees to sign (and to cause its Owners, employees

and contractors to sign) whatever assignment or other documents SFP requests to evidence its ownership or to help SFP obtain intellectual property rights in the Innovation. SFP and its affiliates have no obligation to make any payments to Franchisee or any other person with respect to any Innovations. Franchisee may not use any Innovation in operating the Business or otherwise without SFP's prior approval.

## **12. Exclusive Relationship.**

Franchisee acknowledges that SFP has granted Franchisee the rights under this Agreement in consideration of and reliance upon Franchisee's and its Owners' agreement to deal exclusively with SFP in connection with waste compaction services. Franchisee therefore agrees that, during the Term, neither Franchisee nor any of its Owners, directors or officers, nor any members of Franchisee's or their Immediate Families (defined below), will:

- (a) have any direct or indirect, controlling or non-controlling Ownership Interest – whether of record, beneficial or otherwise – in a Competitive Business (defined below), wherever located or operating, provided that this restriction will not apply to the ownership of shares of a class of securities which are publicly traded on a United States stock exchange representing less than three percent (3%) of the number of shares of that class of securities issued and outstanding;
- (b) perform services as a director, officer, manager, teacher, employee, consultant, representative or agent for a Competitive Business, wherever located or operating;
- (c) directly or indirectly loan any money or other thing of value to, or guarantee any other person's loan to, or lease any real or personal property to, any Competitive Business (whether directly or indirectly through any owner, director, officer, manager, employee or agent of any Competitive Business), wherever located or operating; or
- (d) divert or attempt to divert any actual or potential business or customer of the Business to another Competitive Business.

The term “**Competitive Business**” means (1) any business that offers trash or waste compacting services, trash hauling and removal services, or waste brokerage services, or any other business that generates, or is reasonably expected to generate, at least twenty percent (20%) of its revenue from trash or waste compacting services, trash hauling and removal services, or waste brokerage services; or (2) an entity that grants franchises or licenses for any of these types of businesses, other than a Smash My Trash Business operated under a franchise agreement with SFP or a business operated under a franchise agreement with Heavyweight. The term “**Immediate Family**” includes the named individual, his or her spouse, and all minor children of the named individual or his or her spouse.

## **13. Transfer.**

13.A. Transfer by SFP. Franchisee represents that it has not signed this Agreement in reliance on any direct or indirect owner's, officer's or employee's remaining with SFP in that capacity. SFP may change its ownership or form and/or assign this Agreement and any other

agreement between SFP and Franchisee (or any of Franchisee's owners or affiliates) without restriction. This Agreement and any other agreement will inure to the benefit of any transferee or other legal successor to SFP's interest in it. After SFP's assignment of this Agreement to a third party who expressly assumes its obligations under this Agreement, SFP no longer will have any performance or other obligations under this Agreement. Such an assignment shall constitute a release of SFP and novation with respect to this Agreement, and the assignee shall be liable to Franchisee as if it had been an original party to this Agreement.

13.B. Transfer by Franchisee – Defined. Franchisee understands and acknowledges that the rights and duties this Agreement creates are personal to Franchisee (or, if Franchisee is an Entity, to its Owners) and that SFP has granted Franchisee the rights under this Agreement in reliance upon SFP's perceptions of Franchisee's (or its Owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, neither a Control Transfer (defined below) nor a Non-Control Transfer (defined below) may be consummated without SFP's prior written approval and satisfying the applicable conditions of this Section 13, subject to SFP's right of first refusal under Section 13.H. A transfer of the ownership, possession or control of the Business or the Operating Assets may be made only with a transfer of this Agreement. Any transfer without SFP's approval is a breach of this Agreement and has no effect.

In this Agreement, “**Control Transfer**” means (i) any transfer (as defined below) of this Agreement or any interest in or rights or obligations under this Agreement, or of the Business or all or substantially all of the Operating Assets; or (ii) any transfer or other transaction, or a series of transfers or other transactions (regardless of the period of time over which they take place), which results in the transfer or creation of a Controlling Ownership Interest in Franchisee, whether directly or indirectly. “**Controlling Ownership Interest**” means either (x) fifty percent (50%) or more of the direct or indirect Ownership Interests in Franchisee, or (y) any Ownership Interest or other direct or indirect right or interest in Franchisee that provides the right, power or authority, whether alone or together with others, to direct and control Franchisee's management and policies. “**Non-Control Transfer**” means the transfer or creation of any direct or indirect Ownership Interest in Franchisee that is not a Control Transfer.

In this Agreement, the term “**transfer**,” whether or not capitalized, includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events, whether they impact Franchisee (or its Owners) directly or indirectly:

- (1) transfer of record or beneficial ownership of any Ownership Interest or the right to receive all or a portion of Franchisee's profits or losses or any capital appreciation relating to Franchisee or the Business (whether directly or indirectly);
- (2) a merger, consolidation or exchange of Ownership Interests, or issuance of additional Ownership Interests or securities representing or potentially representing Ownership Interests, or a redemption of Ownership Interests;
- (3) any sale or exchange of voting interests or securities convertible to voting interests, or any management agreement or other arrangement granting the right to exercise or control the exercise of the voting rights of any Owner or to control Franchisee's or the Business's operations or affairs or the rights or responsibilities of the Principal Executive;



(4) transfer of a direct or indirect Ownership Interest or other interest in Franchisee, this Agreement, the Operating Assets, or the Business in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law;

(5) if Franchisee or one of its Owners dies, transfer of a direct or indirect Ownership Interest or other interest in Franchisee, this Agreement, the Operating Assets, or the Business by will, declaration of or transfer in trust, or under the laws of intestate succession; or

(6) the grant of a mortgage, charge, pledge, collateral assignment, lien or security interest in any Ownership Interest or other interest in Franchisee, this Agreement, the Business or the Operating Assets; foreclosure upon or attachment or seizure of the Business or any of its Operating Assets; or Franchisee's transfer, surrender or loss of the possession, control or management of all or any material portion of the Business (or its operation) or Franchisee.

13.C. Conditions for Approval of Non-Control Transfer. SFP will not unreasonably withhold its approval of a Non-Control Transfer if:

(1) Franchisee is then in compliance with all of its obligations under this Agreement and all other agreements with SFP or its affiliate;

(2) Franchisee provides SFP written notice of the proposed transfer and all information SFP reasonably requests concerning the proposed transferee, its direct and indirect owners (if the proposed transferee is an Entity) and the transfer at least thirty (30) days before its effective date;

(3) Franchisee and Principal Executive sign a general release, in a form satisfactory to SFP, of any and all claims against SFP and its affiliates and its and their respective owners, officers, directors, employees, representatives, agents, successors and assigns;

(4) the proposed transferee and its direct and indirect owners (if the proposed transferee is an Entity) have no direct or indirect Ownership Interest in and do not perform services for a Competitive Business and meet SFP's then applicable standards for non-controlling owners of Smash My Trash Business franchisees;

(5) beginning when the transfer closes, Franchisee's transferring Owners agree to comply with Sections 16.B(2), 16.C and 16.D;

(6) Franchisee pays SFP a transfer fee of Ten Thousand Dollars (\$10,000) to partially cover some of SFP's costs and expenses incurred in evaluating the transferee and the transfer (in addition to any other transfer or other fees payable under any other franchise agreement or other agreement with SFP or its affiliate); and

(7) Franchisee and its Owners sign the form of agreement and related documents (including Guarantees) that SFP then specifies to reflect Franchisee's new ownership structure.

13.D. Conditions for Approval of Control Transfer. Subject to Section 13.H, SFP will not unreasonably withhold SFP's approval of a Control Transfer if:

(1) Franchisee and its Owners satisfy the conditions in Sections 13.C(1) through (5);

(2) the transferee (or its direct or indirect owners) and its management personnel, if they are different from Franchisee's management personnel, including any new Principal Executive and General Manager, satisfactorily complete SFP's then current initial training program applicable to the individual's position, which at SFP's option might include both preliminary training before the transfer's closing and additional training after the transfer's closing;

(3) the transferee (if the transfer is of this Agreement) or Franchisee (if the transfer is of a direct or indirect Ownership Interest in Franchisee) agrees to repair and/or replace the Operating Assets and upgrade the Business and Business Location in accordance with SFP's then current requirements and specifications for new similarly situated Smash My Trash Businesses within the time period that SFP specifies following the effective date of the transfer;

(4) the transferee (if the transfer is of this Agreement) or Franchisee (if the transfer is of a direct or indirect Ownership Interest in Franchisee) agrees, at SFP's option, to (a) be bound by all terms and conditions of this Agreement for the remainder of the term, or (b) sign SFP's then current form of franchise agreement and related documents, which may contain terms and conditions (including the fees) that differ materially from any or all of those in this Agreement, except that the term of such franchise agreement shall be the remaining term of this Agreement;

(5) Franchisee or the transferee pays SFP a transfer fee of Five Thousand Dollars (\$5,000) plus fifty percent (50%) of the then current initial franchise fee to partially cover some of SFP's costs and expenses incurred in evaluating the transferee and the transfer (in addition to any other transfer or other fees payable under any other franchise agreement or other agreement with SFP or its affiliate). Further, if SFP assists Franchisee in finding the transferee and SFP incurs broker fees and/or commissions in connection with such assistance, Franchisee must reimburse SFP for its broker fees and/or commissions; and

(6) SFP has determined that the purchase price and payment terms will not adversely affect the operation of the Business, and if Franchisee or its Owners finance any part of the purchase price, Franchisee and they agree that all obligations under promissory notes, agreements or security interests reserved in the Business are subordinate to the transferee's obligation to pay all amounts due to SFP and its affiliates and otherwise to comply with this Agreement.

If the proposed transfer is to or among Franchisee's Owners or Immediate Family members, then Subsection (5) will not apply, although Franchisee must reimburse SFP for the costs SFP incurs in the transfer, up to the amount of the aggregate transfer fee payable in

connection with the transfer. At SFP's sole option, SFP may review all information regarding the Business that Franchisee or its Owners give the transferee and give the transferee copies of any reports that Franchisee has given SFP or SFP has made regarding the Business. Franchisee acknowledges that SFP has legitimate reasons to evaluate the qualifications of potential transferees (and their direct and indirect owners) and the terms of the proposed transfer, and that SFP's contact with potential transferees (and their direct and indirect owners) to protect SFP's business interests will not constitute tortious, improper or unlawful conduct.

13.E. Transfer to a Wholly-Owned Entity. Despite Section 13.D, if Franchisee is in full compliance with this Agreement, then upon at least ten (10) days' prior written notice to SFP, Franchisee may transfer this Agreement, together with the Operating Assets and all other assets associated with the Business, to an Entity which conducts no business other than the Business and, if applicable, other Businesses and of which Franchisee owns and controls one hundred percent (100%) of the equity and voting power of all Ownership Interests, provided that all of the Business's assets are owned, and the Business's business is conducted, only by that single Entity. Transfers of direct and indirect Ownership Interests in that Entity are subject to all of the restrictions in this Section 13. Franchisee (including, if Franchisee is a group of individuals, any individual who will not have an Ownership Interest in the transferee Entity), its Owners, and the transferee Entity must sign the form of agreement and related documents (including Guarantees) that SFP then specifies to reflect the assignment of this Agreement to the transferee Entity and a general release, in a form satisfactory to SFP, of any and all claims against SFP and its affiliates and its and their respective owners, officers, directors, employees, representatives, agents, successors and assigns.

13.F. Death or Disability. Upon Franchisee's or its Owner's death or disability, Franchisee's or the Owner's executor, administrator, conservator, guardian or other personal representative (the "**Representative**") must transfer Franchisee's interest in this Agreement, the Operating Assets and the Business, or such Owner's direct or indirect Ownership Interest in Franchisee, to a third party whom SFP approves. That transfer (including transfer by bequest or inheritance) must occur within a reasonable time, not to exceed six (6) months from the date of death or disability, and is subject to all of the terms and conditions in this Section 13. A failure to transfer such interest within this time period is a breach of this Agreement. The term "**disability**" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent Franchisee or the Owner from supervising Franchisee's or the Business's management and operation for thirty (30) or more consecutive days.

13.G. Effect of Consent to Transfer. SFP's consent to any transfer is not a representation of the fairness of the terms of any contract between Franchisee (or its Owner(s)) and the transferee, a guarantee of the Business's or transferee's prospects of success, or a waiver of any claims SFP has against Franchisee (or its Owners) or of SFP's right to demand the transferee's full compliance with this Agreement's terms or conditions.

13.H. SFP's Right of First Refusal. If Franchisee or any of its Owners at any time determines to engage in a Control Transfer, whether in one transfer or a series of related transfers, Franchisee agrees to obtain from a responsible and fully disclosed buyer, and send SFP, a true and complete copy of a bona fide, executed written offer relating exclusively to an interest in this Agreement and the Business (and its assets) or a direct or indirect Ownership Interest in

Franchisee. To be a valid, bona fide offer, the offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price, the proposed purchase price must be in a fixed dollar amount and without any contingent payments of purchase price (such as earn-out payments), and the proposed transaction must relate exclusively to an interest in this Agreement and the Business (and its assets) or a direct or indirect Ownership Interest in Franchisee and not to any other interests or assets.

SFP may, by delivering written notice to Franchisee within thirty (30) days after SFP receives both an exact copy of the offer and all other information it requests, elect to purchase the interest for the price and on the terms and conditions contained in the offer, provided that: (1) SFP may substitute cash for any form of consideration proposed in the offer; (2) SFP's credit will be deemed equal to the credit of any proposed buyer; (3) the closing will be not less than sixty (60) days after notifying Franchisee of its election to purchase or, if later, the closing date proposed in the offer, provided that SFP may delay the closing until it obtains all necessary licenses and permits to operate the Business; and (4) SFP must receive, and Franchisee and its Owners agree to make, all customary representations, warranties and indemnities given by the seller of the assets of a business or Ownership Interests in an Entity, as applicable, including representations and warranties regarding ownership and condition of, and title to, assets and Ownership Interests, liens and encumbrances on assets, validity of contracts and agreements, and the liabilities, contingent or otherwise, relating to the assets or Ownership Interests being purchased, and indemnities for all actions, events and conditions that existed or occurred in connection with the Business or Franchisee's business prior to the closing of SFP's purchase. If SFP does not exercise its right of first refusal, Franchisee or its Owners may complete the sale to the proposed buyer on the original offer's terms, but only if SFP approves the transfer as provided in this Section 13. If Franchisee does not complete the sale to the proposed buyer (with SFP's approval) within sixty (60) days after SFP notifies Franchisee that SFP does not intend to exercise its right of first refusal, or if there is a material change in the terms of the offer (which Franchisee must tell SFP promptly), SFP will have an additional right of first refusal during the thirty (30)-day period following either the expiration of the sixty (60)-day period or SFP's receipt of notice of the material change in the offer's terms, either on the terms originally offered or the modified terms, at SFP's option.

SFP may assign its right of first refusal under this Section 13.H to any Entity (who may be SFP's affiliate), and that Entity will have all of the rights and obligations under this Section 13.H.

#### **14. Successor Franchise Rights.**

14.A. Exercise of Successor Franchise Right. When this Agreement expires (unless it is terminated sooner), if Franchisee satisfies the conditions of this Section 14, Franchisee will have the right to acquire a successor franchise to continue operating the Business as a Smash My Trash Business for one (1) successor franchise term of five (5) years. However, Franchisee's right to a successor franchise shall only apply if: (1) Franchisee delivers SFP written notice of its election to acquire a successor franchise (the "**Successor Franchise Notice**") at least twelve (12) months, but not more than fifteen (15) months, before the end of the Term; (2) Franchisee has substantially complied with this Agreement throughout the Term and is, both on the date Franchisee gives SFP the Successor Franchise Notice and on the date on which the term of the successor franchise commences, in full compliance with this Agreement, including all System Standards; and (3) on or before the date upon which the successor franchise commences, Franchisee has renovated

and/or remodeled the Business Location, added or replaced Operating Assets, and otherwise modified the Business as SFP then requires in order to meet SFP's then current requirements for new similarly situated Smash My Trash Businesses.

14.B. Successor Franchise Documents. If Franchisee has satisfied all of the conditions under Section 14.A to acquire the successor franchise, then on or before the date upon which this Agreement expires, Franchisee and its Owners must:

(1) sign SFP's then current form of franchise agreement and related documents to operate the Business for the successor franchise term, the provisions of which (including the fees and the rights in, and geographic area comprising, the Territory) may differ materially from any and all of those contained in this Agreement, modified to reflect the fact it is for a successor franchise, except that the term shall be five (5) years and it will not grant any rights to a renewal or successor franchise;

(2) pay SFP, instead of the Initial Franchise Fee under such successor franchise agreement, a successor franchise fee in an amount equal to Ten Thousand Dollars (\$10,000); and

(3) sign a general release in the form that SFP specifies as to any and all claims against SFP, its affiliates, and its and their respective owners, officers, directors, employees, agents, representatives, successors and assigns.

14.C. Holdover. If this Agreement expires without the grant of a successor franchise and Franchisee fails or refuses to comply with the post-expiration obligations under Section 16, then without limiting SFP's other rights and remedies under this Agreement and applicable law, SFP may, at its sole option, treat the Term as extended on a week-to-week basis until either SFP or Franchisee delivers written notice to the other ending such extension.

## **15. Termination of Agreement**

15.A. Termination by Franchisee. Franchisee may terminate this Agreement if SFP commits a material breach of any of its obligations under this Agreement and fails to correct such breach within thirty (30) days after Franchisee's delivery of written notice to SFP of such breach; provided, however, that if SFP cannot reasonably correct the breach within this thirty (30)-day period but provides Franchisee, within this thirty (30)-day period, with reasonable evidence of SFP's effort to correct the breach within a reasonable time period, then the cure period shall run through the end of such reasonable time period. Franchisee's termination of this Agreement (including by taking steps to de-identify the Business or otherwise cease operations under this Agreement) other than in accordance with this Section 15.A is a termination without cause and a breach of this Agreement.

15.B. Termination by SFP. SFP may, at its option, terminate this Agreement, effective upon delivery of written notice of termination to Franchisee, if:

(1) Franchisee or any of its Owners has made or makes a material misrepresentation or omission in acquiring any of the rights under this Agreement or operating the Business;

- (2) Franchisee, its Owner or any Business personnel whom SFP requires to attend its Initial Training Program does not satisfactorily complete that training;
- (3) Franchisee fails to open the Business on or before the Opening Deadline;
- (4) Franchisee abandons or fails actively to operate the Business during the required hours of operation for two (2) or more consecutive calendar days, or for three (3) or more calendar days during any month, unless Franchisee closes the Business for a purpose SFP approves or because of fire or other casualty;
- (5) Franchisee surrenders or transfers control of its or the Business's management or operation without SFP's prior written consent;
- (6) Franchisee or any of its Owners is convicted by a trial court of, or pleads no contest to, a felony;
- (7) Franchisee or any of its Owners engages in any dishonest, unethical or illegal conduct which, in SFP's opinion, adversely affects the Business's reputation, the reputation of other Smash My Trash Businesses or the goodwill associated with the Marks;
- (8) Franchisee fails to maintain the insurance SFP requires from time to time and/or Franchisee fails to provide SFP with proof of such insurance as this Agreement requires;
- (9) Franchisee interferes with SFP's right to inspect the Business or observe its operation or SFP's right to audit Franchisee's books and records;
- (10) Franchisee or any of its Owners makes an unauthorized transfer in breach of this Agreement;
- (11) any other franchise agreement or other agreement between SFP (or any of its affiliates) and Franchisee (or any of its Owners or affiliates) is terminated before its term expires, regardless of the reason;
- (12) Franchisee or any of its Owners, directors or officers (or any members of their Immediate Families) breaches Section 12 or knowingly makes any unauthorized use or disclosure of any part of the Operations Manual or any other Confidential Information;
- (13) Franchisee violates any law, ordinance or regulation relating to the ownership or operation of the Business, fails any Department of Transportation inspection, or operates the Business in an unsafe manner, and (if the violation can be corrected) Franchisee does not begin to correct the violation immediately, and correct the violation fully within seventy-two (72) hours, after Franchisee receives notice of the violation from SFP or any other party;
- (14) Franchisee fails to pay when due any federal, state or local income, sales or other taxes due, or repeatedly fails to make or delays making payments to its suppliers or

lenders, unless Franchisee is in good faith contesting its liability for these taxes or payments;

(15) Franchisee or any of its Owners fails on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with any one or more obligations under this Agreement, whether or not any of these failures are corrected after SFP delivers written notice to Franchisee and whether these failures involve the same or different obligations under this Agreement;

(16) Franchisee knowingly submits any false reports or knowingly provides any false information to SFP;

(17) Franchisee or any of its Owners fails on two (2) or more separate occasions within any six (6) consecutive month period, or on three (3) or more separate occasions within any thirty-six (36) consecutive month period, to comply with the same obligation under this Agreement, whether or not any of these failures are corrected after SFP delivers written notice to Franchisee;

(18) Franchisee or any Owner makes an assignment for the benefit of creditors or admits in writing Franchisee's or its insolvency or inability to pay Franchisee's or its debts generally as they become due; Franchisee or any Owner consents to the appointment of a receiver, trustee or liquidator of all or the substantial part of Franchisee's or its property; the Business Location or any of the Operating Assets is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant or levy is vacated within thirty (30) days; or any order appointing a receiver, trustee or liquidator of Franchisee, any Owner or the Business is not vacated within thirty (30) days following the order's entry;

(19) Franchisee fails to pay SFP (or its affiliates) any amounts due, whether arising under this Agreement or any other agreement, and does not correct the failure within ten (10) days after SFP delivers written notice of that failure to Franchisee;

(20) Franchisee fails to comply with any other provision of this Agreement or any mandatory System Standard and does not correct the failure within thirty (30) days after SFP delivers written notice of the failure to Franchisee; or

(21) Franchisee commits a Minimum Equipment Default and does not correct the failure within the Minimum Equipment Default Cure Period.

15.C. Termination of Other Rights. In addition to and without limiting SFP's other rights and remedies under this Agreement, any other agreement and applicable law, upon the occurrence of any of the events that give rise to SFP's right to terminate this Agreement under Section 15.B, SFP may, at its sole option and upon delivery of written notice to Franchisee, elect to take any or all of the following actions without terminating this Agreement:

(1) stop referring National Accounts to Franchisee;

- (2) temporarily remove information concerning Franchisee or the Business from the System Website and/or stop Franchisee's participation in any other programs or benefits offered on or through the System Website;
- (3) require Franchisee to pay cash on delivery for products or services supplied by SFP or its affiliates;
- (4) request any third-party vendors to not sell or provide products or services to Franchisee;
- (5) suspend Franchisee's right to receive any equipment, products, services or support that SFP or its affiliates provide to Franchisee under this Agreement or any other agreement, including access to some or all of the Customer Services; and/or
- (6) require Franchisee to temporarily cease operations of the Business until the default is cured.

SFP's exercise of its rights under this Section 15.C will not be a defense for Franchisee to SFP's enforcement of any other provision of this Agreement or waive or release Franchisee from any of its other obligations under this Agreement. SFP's exercise of these rights will not constitute an actual or constructive termination of this Agreement nor be SFP's sole or exclusive remedy for Franchisee's default. Franchisee shall continue to pay all fees and otherwise comply with all of its obligations under this Agreement following SFP's exercise of any of these rights. If SFP exercises any of its rights under this Section 15.C, SFP may thereafter terminate this Agreement without providing Franchisee any additional corrective or cure period, unless the default giving rise to SFP's right to terminate this Agreement has been cured to its reasonable satisfaction.

## **16. Rights and Obligations Upon Termination or Expiration.**

16.A. Payment of Amounts Owed. Franchisee agrees to pay within ten (10) days after this Agreement expires or is terminated, or on any later date that the amounts due are determined, all amounts owed to SFP or its affiliates under this Agreement or any related agreement which then are unpaid.

Franchisee acknowledges and confirms that SFP will suffer substantial damages as a result of the termination of this Agreement before the Term expires, including lost future Royalties and Brand Fund contributions, lost market penetration and goodwill, loss of representation in the Business's market area, lost opportunity costs, and expenses that SFP will incur in establishing or finding another franchisee to establish another Smash My Trash Business in the Business's market area (collectively, "**Brand Damages**"). SFP and Franchisee acknowledge that Brand Damages are difficult to estimate accurately and proof of Brand Damages would be burdensome and costly, although such damages are real and meaningful to SFP. Therefore, upon termination of this Agreement for any reason except pursuant to Section 15.A, Franchisee agrees to pay SFP, within fifteen (15) days after the date of such termination, liquidated damages in a lump sum in an amount equal to the product of (i) the average monthly Royalties and Brand Fund contributions that Franchisee owed SFP during the twelve (12) full calendar month period before the month of termination (or such shorter period during which the Business operated), multiplied by (ii) thirty-six (36) or the number of months then remaining in the Term had it not been terminated, whichever



is less. Franchisee agrees that the liquidated damages calculated under this Section 16.A represent the best estimate of SFP's Brand Damages arising from such termination. Franchisee's payment of the liquidated damages to SFP will not be considered a penalty but, rather, a reasonable estimate of fair compensation to SFP for the Brand Damages SFP will incur because this Agreement did not continue for the Term's full length. Franchisee acknowledges that its payment of liquidated damages is full compensation to SFP only for the Brand Damages resulting from the early termination of this Agreement and is in addition to, and not in lieu of, Franchisee's obligations to pay other amounts due to SFP under this Agreement as of the date of termination and to comply strictly with all other provisions of this Section 16. If any valid law or regulation governing this Agreement limits Franchisee's obligation to pay, and/or SFP's right to receive, the liquidated damages for which Franchisee is obligated under this Section 16.A, then Franchisee shall be liable to SFP for any and all Brand Damages that SFP incurs, now or in the future, as a result of Franchisee's breach of this Agreement.

16.B. De-Identification. When this Agreement expires or is terminated for any reason:

(1) Franchisee must take any actions that are required to cancel all fictitious or assumed name or equivalent registrations relating to its use of any of the Marks and, at SFP's option, to assign to SFP (or its designee) or cancel any electronic address, domain name or website, or rights maintained in connection with any search engine or other technology, that directly or indirectly associates Franchisee or the Business with SFP, the Marks, the Franchise System or the network of Smash My Trash Businesses;

(2) beginning on the De-identification Date (defined below) or the closing of the acquisition of the Purchased Assets (defined in Section 16.E) under Section 16.E, Franchisee and its Owners shall not directly or indirectly at any time thereafter or in any manner (except in connection with other Smash My Trash Businesses they own and operate): (a) identify itself or themselves or any business as a current or former Smash My Trash Business or as one of SFP's current or former franchisees or licensees; (b) use any Mark, any colorable imitation of a Mark, any trademark, service mark or commercial symbol that is confusingly similar to any Mark, or any other indicia of a Smash My Trash Business in any manner or for any purpose, including in or on any advertising or marketing materials, forms, or any website, Social Media or other electronic media; or (c) use for any purpose any trade dress, trade name, trademark, service mark or other commercial symbol that indicates or suggests a connection or association with SFP or the network of Smash My Trash Businesses;

(3) within three (3) days after the De-identification Date, Franchisee must remove and deliver to SFP (or, at its option, destroy) all exterior and interior signs, Local Marketing and other advertising, marketing and promotional materials, forms and other documents containing any of the Marks or otherwise identifying or relating to a Smash My Trash Business; and

(4) within ten (10) days after the De-identification Date, Franchisee must make such alterations as SFP reasonably specifies to distinguish the Business (including the Business Location) and its assets clearly from their former appearance as a Smash My Trash Business and from other Smash My Trash Businesses so as to prevent a likelihood

of confusion by the public and otherwise take the steps that SFP specifies to de-identify the Business, including permanently removing all Marks and trade dress from the Trucks and altering the Business's color scheme, and other aspects of the trade dress associated with the Franchise System.

Franchisee must provide SFP written evidence (including pictures, as applicable) of its compliance with this Section 16.B upon SFP's request. If Franchisee fails to comply with any of its obligations under this Section 16.B, then, without limiting SFP's other rights and remedies under this Agreement or applicable law, SFP or its designee may take any action that this Section 16.B requires on Franchisee's behalf and at Franchisee's expense, including by entering the Business, Business Location and adjacent areas, without prior notice or liability, to remove the items and/or make the alterations that this Section 16.B requires. The **"De-identification Date"** means: (i) the closing date of SFP's (or assignee's) purchase of the Purchased Assets pursuant to Section 16.E; or (ii) if that closing does not occur, the date upon which the option under Section 16.E expires or the date upon which SFP provides Franchisee written notice of its decision not to exercise that option, whichever occurs first. If SFP or its assignee acquires the Purchased Assets under Section 16.E, then Franchisee's obligations under Sections 16.B(3) and (4) will be void and of no force or effect.

16.C. Confidential Information. Franchisee agrees that, when this Agreement expires or is terminated, Franchisee and its Owners will immediately cease using any Customer Data and other Confidential Information, whether directly or indirectly through one or more intermediaries, in any business or otherwise and return to SFP all copies of the Operations Manual and any other confidential materials that SFP has loaned Franchisee.

16.D. Covenant Not To Compete. Upon expiration (without the grant of a successor franchise) or termination of this Agreement for any reason except pursuant to Section 15.A, and except with respect to other franchise agreements with SFP then in effect, Franchisee and its Owners agree that, for three (3) years beginning on the effective date of termination or expiration (subject to extension as provided below), neither Franchisee nor any of Franchisee's Owners, nor any members of Franchisee's or their Immediate Families, will:

(1) have any direct or indirect, controlling or non-controlling ownership interest in any Competitive Business which is located or providing products or services to customers at any location: (a) within the Territory; (b) within a thirty (30)-mile radius of the Territory; or (c) within a thirty (30)-mile radius of any Smash My Trash Business then operating or under construction on the effective date of the termination or expiration, provided that this restriction will not apply to the ownership of shares of a class of securities which are publicly traded on a United States stock exchange representing less than three percent (3%) of the number of shares of that class of securities issued and outstanding; or

(2) perform services as a director, officer, manager, employee, consultant, representative or agent for a Competitive Business which is located or providing products or services to customers at any location: (a) within the Territory; (b) within a thirty (30)-mile radius of the Territory; or (c) within a thirty (30)-mile radius of any Smash My Trash Business then operating or under construction on the effective date of the termination or expiration.

The time period during which these restrictions apply will be automatically extended, with respect to all persons covered by this Section 16.D, for each day during which any person covered by this Section 16.D is not complying fully with this Section 16.D. These restrictions also apply after transfers and other events, as provided in Section 13, and are in addition to the restrictions in Section 16.F. Franchisee (and each of its Owners) acknowledges that Franchisee (and they) possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, SFP's enforcing the covenants made in this Section 16.D will not deprive Franchisee or them of personal goodwill or the ability to earn a living.

**16.E. SFP's Right to Purchase Business Assets.**

(1) **Exercise of Option.** Upon termination of this Agreement for any reason (other than Franchisee's termination in accordance with Section 15.A) or expiration of this Agreement without SFP's and Franchisee's signing a successor franchise agreement, SFP has the option, exercisable by giving Franchisee written notice within fifteen (15) days after the date of termination or expiration (the "**Exercise Notice**"), to purchase those Operating Assets and other assets used in the operation of the Business that SFP designates (the "**Purchased Assets**"). SFP has the unrestricted right to exclude any assets it specifies relating to the Business from the Purchased Assets and not acquire them. Franchisee agrees to provide SFP the financial statements and other information SFP reasonably requires, and to allow SFP to inspect the Business and its assets, to determine whether to exercise SFP's option under this Section 16.E. If Franchisee or one of its affiliates owns the Business Location, SFP may elect to include a fee simple interest in the Business Location as part of the Purchased Assets or, at SFP's option, lease the Business Location from Franchisee or that affiliate for an initial five (5)-year term with one (1) renewal term of five (5) years (at SFP's option) on commercially reasonable terms. Franchisee (and its Owners) agree to cause Franchisee's affiliate to comply with these requirements. If Franchisee leases the Business Location from an unaffiliated lessor, Franchisee agrees (at SFP's option) to assign the Lease to SFP or to enter into a sublease for the remainder of the Lease term on the same terms (including renewal options) as the Lease.

(2) **Operations Pending Purchase.** While SFP is deciding whether to exercise its option under this Section 16.E, and, if SFP does exercise that option, during the period beginning with its delivery of the Exercise Notice and continuing through the closing of the purchase, Franchisee must continue to operate the Business according to this Agreement and all System Standards. However, SFP may, at any time during that period, assume the management of the Business itself or appoint a third party (who may be its affiliate) to manage the Business. All funds from the operation of the Business while SFP or its appointee assumes the Business's management will be kept in a separate account, and all of the expenses of the Business will be charged to that account. SFP or its appointee may charge Franchisee (in addition to the amounts due under this Agreement) a management fee equal to three percent (3%) of the Business's Gross Sales during the period of management, plus any direct costs and expenses associated with the management. SFP or its appointee has a duty to utilize only reasonable efforts and will not be liable to Franchisee for any debts, losses or obligations the Business incurs, or to any of Franchisee's creditors for any products or services the Business purchases, while managing

it. Franchisee shall not take any action or fail to take any action that would interfere with SFP's or its appointee's exclusive right to manage the Business.

(3) **Purchase Price.** The purchase price for the Purchased Assets (the "**Purchase Price**") will be their fair market value for use in the operation of a Competitive Business at a location other than the Territory, but not a Smash My Trash Business as a going concern, except that the Purchase Price will not include any value for any rights granted by this Agreement, goodwill attributable to the Marks, SFP's brand image, any Confidential Information or SFP's other intellectual property rights, or participation in the network of Smash My Trash Businesses. In addition, Franchisee must pay SFP a restocking fee equal to five percent (5%) of the Purchase Price to offset SFP's costs to restock, refurbish, market and resell the Purchased Assets.

(4) **Appraisal.** If SFP and Franchisee cannot agree on the Purchase Price for the Purchased Assets, it will be determined by three (3) independent appraisers, each of whom in doing so will be bound by the criteria specified in subparagraph (3). SFP will appoint one appraiser, Franchisee will appoint one appraiser, and these two appraisers will appoint the third appraiser. Franchisee and SFP agree to appoint their respective appraisers within fifteen (15) days after SFP delivers the Exercise Notice (if Franchisee and SFP have not agreed on the Purchase Price before then), and the two appraisers so chosen must appoint the third appraiser within ten (10) days after the last of them is appointed. If either SFP or Franchisee does not appoint their respective appraiser by that deadline, then the other party's appointed appraiser shall be the sole appraiser to determine the Purchase Price under this Subsection (4). SFP and Franchisee each will bear the costs of its own appointed appraiser and share equally the fees and expenses of the third appraiser. Within thirty (30) days after SFP delivers the Exercise Notice, each party shall submit its respective calculation of the Purchase Price to the appraisers in such detail as the appraisers request and according to the criteria specified in subparagraph (3). Within ten (10) days after receiving both calculations, the appraisers shall determine, by a majority vote, and notify Franchisee and SFP which of the calculations is the most correct. The appraisers must choose either Franchisee's or SFP's calculation, and may not develop their own fair market value calculation. The appraisers' choice shall be the Purchase Price.

(5) **Closing.** SFP will pay the Purchase Price at the closing, which will take place within sixty (60) days after the Purchase Price is determined or, if later, on the date upon which SFP obtains licenses and permits to operate the Business. SFP may set off against the Purchase Price, and reduce the Purchase Price by, any and all amounts Franchisee owes SFP or its affiliates. SFP is entitled to all customary representations, warranties and indemnities in its asset purchase, including representations and warranties as to ownership and condition of, and title to, assets, liens and encumbrances on assets, validity of contracts and agreements, and liabilities affecting the assets, contingent or otherwise, and indemnities for all actions, events and conditions that existed or occurred in connection with the Business or Franchisee's business prior to the closing of the purchase. At the closing, Franchisee agrees to deliver instruments transferring to SFP: (a) good and merchantable title to the Purchased Assets, free and clear of all liens and encumbrances (other than liens and security interests acceptable to SFP), with all sales and transfer taxes paid by Franchisee; and (b) all of the Business's licenses and permits which may be

assigned or transferred. If Franchisee cannot deliver clear title to all of the Purchased Assets, or if there are other unresolved issues, the sale will be closed through an escrow. Franchisee and its Owners further agree to sign general releases, in a form satisfactory to SFP, of any and all claims against SFP and its affiliates and its and their respective owners, officers, directors, employees, agents, representatives, successors and assigns.

(6) **Assignment.** SFP may assign its rights under this Section 16.E to any Entity (who may be SFP's affiliate), and that Entity will have all of the rights and obligations under this Section 16.E.

16.F. Restriction on Sale of Business. During the Term and for two (2) years beginning on the effective date of expiration (without the grant of a successor franchise) or termination of this Agreement for any reason except pursuant to Section 15.A, and unless the Purchased Assets are acquired under Section 16.E, Franchisee agrees that neither Franchisee nor any of its Owners, nor any of Franchisee's affiliates, will engage in any transfer, lease/sublease or other transaction the result of which is that a Competitive Business (other than the Business contemplated by this Agreement) is operated in the Territory, including by any unaffiliated third party. Franchisee also agrees to obtain (and/or to cause its Owners or affiliates to obtain) an agreement from any subtenant, transferee or other party occupying the Business Location pursuant to or as a result of any arrangement with Franchisee (or its Owner or affiliate) that the Business Location will not be operated as a Competitive Business during such period.

16.G. Continuing Obligations. All of SFP's and Franchisee's (and its Owners') obligations under this Agreement which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until these obligations are satisfied in full or by their nature expire.

## **17. Relationship of the Parties/Indemnification.**

17.A. Independent Contractors. Franchisee and SFP understand and agree that this Agreement does not create a fiduciary relationship between them. Franchisee has no authority, express or implied, to act as the agent of SFP or any of its affiliates for any purpose. Franchisee is, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Business, including any personal property, equipment, fixtures or real property and for all claims or demands based on damage or destruction of property or based on injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of the Business. Further, SFP and Franchisee are not and do not intend to be partners, associates, or joint employers in any way, and SFP shall not be construed to be jointly liable for any of Franchisee's acts or omissions under any circumstances. SFP (and its affiliates) will not exercise direct or indirect control over the working conditions of the Business's personnel, except to the extent such indirect control is related to SFP's legitimate interest in protecting the quality of the products and services associated with the Marks. SFP (and its affiliates) do not share or codetermine the employment terms and conditions of the Business's employees and do not affect matters relating to the employment relationship between Franchisee and the Business's employees, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. Franchisee agrees to identify itself conspicuously in all dealings with customers, prospective

customers, employees, suppliers, public officials and others as the Business's owner under a franchise SFP has granted and to place notices of independent ownership on the forms, business cards, employment materials, advertising and other materials SFP requires from time to time.

17.B. No Liability for Acts of Other Party. SFP and Franchisee agree not to make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name or on behalf of the other or represent that their relationship is other than franchisor and franchisee. SFP will not be obligated for any damages to any person or property directly or indirectly arising out of the Business's operation or the business Franchisee conducts under this Agreement.

17.C. Taxes. SFP will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied upon Franchisee or the Business, due to the business Franchisee conducts (except any taxes SFP is required by law to collect from Franchisee for purchases from SFP and SFP's income taxes). Franchisee is responsible for paying these taxes.

17.D. Indemnification and Defense of Claims.

(1) Franchisee agrees to indemnify and hold harmless SFP, its affiliates, and its and their respective owners, directors, officers, employees, agents, representatives, successors and assignees (the "**Indemnified Parties**") against, and to reimburse any one or more of the Indemnified Parties for, all Losses (defined below) directly or indirectly arising out of or relating to: (a) the Business's establishment or operation; (b) the business Franchisee conducts under this Agreement; (c) Franchisee's breach of this Agreement; (d) Franchisee's noncompliance or alleged noncompliance with any law, ordinance, rule or regulation, including those concerning the Business's construction, design or operation, and including any allegation that SFP or another Indemnified Party is a joint employer or otherwise responsible for Franchisee's acts or omissions relating to Franchisee's employees; or (e) claims alleging either intentional or negligent conduct, acts or omissions by Franchisee (or its contractors or any of its or their employees, agents or representatives), or by SFP or its affiliates (or its or their contractors or any of its or their employees, agents or representatives), subject to Section 17.D(3). "**Losses**" means any and all losses, expenses, obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs, including accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

(2) Franchisee agrees to defend the Indemnified Parties against any and all claims asserted or inquiries made (formally or informally), or legal actions, investigations, or other proceedings brought, by a third party and directly or indirectly arising out of or relating to any matter described in Subsection 17.D(1)(a) through (e) above (collectively, "**Proceedings**"), including those alleging the Indemnified Party's negligence, gross negligence, willful misconduct and/or willful wrongful omissions. Each Indemnified Party may at Franchisee's expense defend and otherwise respond to and address any claim asserted or inquiry made, or Proceeding brought, that is subject to this Section 17.D

(instead of having Franchisee defend it as required above), and agree to settlements or take any other remedial, corrective, or other actions, for all of which defense and response costs and other Losses Franchisee is solely responsible, subject to Section 17.D(3). An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against Franchisee, and Franchisee agrees that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from Franchisee under this Section 17.D. Franchisee's obligations under this Section 17.D will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

(3) Despite Section 17.D(1), Franchisee has no obligation to indemnify or hold harmless an Indemnified Party for, and SFP will reimburse Franchisee for, any Losses (including costs of defending any Proceeding under Section 17.D(2)) to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party's willful misconduct or gross negligence, so long as the claim to which those Losses relate is not asserted on the basis of theories of vicarious liability (including agency, apparent agency, or joint employer) or SFP's failure to compel Franchisee to comply with this Agreement, which are claims for which Franchisee is not entitled to indemnification pursuant to this Section 17.D(3). However, nothing in this Section 17.D(3) limits Franchisee's obligation to defend SFP and the other Indemnified Parties under Section 17.D(2).

## **18. Enforcement.**

18.A. Severability and Substitution of Valid Provisions. Except as expressly provided to the contrary in this Agreement (including in Section 18.F), each Section, Subsection, paragraph, term and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or arbitrator with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, Franchisee and SFP agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of termination or of SFP's refusal to enter into a successor franchise agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and SFP may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

18.B. Waiver of Obligations and Force Majeure. SFP and Franchisee may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. But, no interpretation, change, termination or waiver of any of this Agreement's provisions shall be binding upon SFP unless in writing and signed by one of SFP's officers, and which is specifically identified as an amendment, termination or waiver under this Agreement. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement shall affect the right of any party hereto to enforce any claim or right hereunder, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge or cancellation. Any waiver SFP grants will be without prejudice to any other rights SFP has, will be subject to its continuing review, and may be revoked at any time and for any reason, effective upon delivery to Franchisee of ten (10) days' prior written notice.

SFP and Franchisee will not be deemed to waive or impair any right, power or option this Agreement reserves (including SFP's right to demand exact compliance with every term, condition and covenant or to declare any breach to be a default and to terminate this Agreement before the Term expires) because of any custom or practice at variance with its terms; SFP's or Franchisee's failure, refusal or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including Franchisee's compliance with any System Standard; SFP's waiver of or failure to exercise any right, power or option, whether of the same, similar or different nature, with other Smash My Trash Businesses; the existence of franchise or license agreements for other Smash My Trash Businesses which contain provisions different from those contained in this Agreement; or SFP's acceptance of any payments due from Franchisee after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to SFP will be a waiver, compromise, settlement or accord and satisfaction. SFP is authorized to remove any legend or endorsement, and they shall have no effect.

Neither SFP nor Franchisee will be liable for loss or damage or be in breach of this Agreement if its failure to perform obligations results from: (1) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government which do not arise from a violation or alleged violation of any law, rule, regulation or ordinance; (2) acts of God; (3) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot; or (4) any other similar event or cause. Any delay resulting from these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payment of amounts owed at the time of the occurrence or payment of Royalties, Brand Fund contributions and other amounts due afterward.

18.C. Costs and Attorneys' Fees. If either SFP or Franchisee initiates a legal proceeding in connection with this Agreement or the relationship of the parties hereto, the non-prevailing party in such proceeding shall reimburse the prevailing party for any costs and expenses that the prevailing party incurs, including reasonable accounting, attorneys', arbitrators' and related fees.

18.D. Applying and Withholding Payments. Despite any designation Franchisee makes, SFP may apply any of Franchisee's payments to any of Franchisee's past due indebtedness to SFP (or its affiliates). SFP may set-off any amounts Franchisee or its Owners owe SFP or its affiliates against any amounts SFP or its affiliates might owe Franchisee or its Owners, whether in



connection with this Agreement or otherwise. Franchisee may not withhold payment of any amounts owed to SFP or its affiliates on the grounds of SFP's or their alleged nonperformance of any of its or their obligations under this Agreement or any other agreement.

18.E. Rights of Parties are Cumulative. SFP's and Franchisee's rights under this Agreement are cumulative, and their exercise or enforcement of any right or remedy under this Agreement will not preclude their exercise or enforcement of any other right or remedy under this Agreement which they are entitled by law to enforce.

18.F. Arbitration. All controversies, disputes or claims between SFP (and its affiliates and its and their respective owners, officers, directors, managers, agents and employees, as applicable) and Franchisee (and its affiliates and its and their respective owners, officers, directors, managers, agents and employees, as applicable) arising out of or related to:

- (1) this Agreement or any other agreement between Franchisee (or its Owners or affiliates) and SFP (or its affiliates) or any provision of any of such agreements (including this Section 18.F);
- (2) the relationship between SFP and Franchisee;
- (3) the scope and validity of this Agreement or any other agreement between Franchisee (or its Owners or affiliates) and SFP (or its affiliates) or any provision of any of such agreements (including the scope and validity of the arbitration obligations under this Section 18.F, which Franchisee and SFP acknowledge is to be determined by an arbitrator and not a court); or
- (4) any System Standard

will be submitted for arbitration to the office of the American Arbitration Association closest to SFP's then current principal business address. Except as otherwise provided in this Agreement, such arbitration proceedings shall be heard by one (1) arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association. Arbitration proceedings shall be held at a suitable location to be chosen by the arbitrator which is within ten (10) miles of SFP's principal business address at the time that the arbitration action is filed. The arbitrator has no authority to establish a different hearing locale. All matters within the scope of the Federal Arbitration Act (9 U.S.C. Sections 1 et seq.) will be governed by it and not by any state arbitration law.

The arbitrator shall have the right to award or include in his or her award any relief which he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, provided that: (i) the arbitrator shall not have authority to declare any Mark generic or otherwise invalid; and (ii) except for punitive, exemplary, treble and other forms of multiple damages available to any party under federal law or owed to third parties which are subject to indemnification under Section 17.D, SFP and Franchisee waive to the fullest extent permitted by law any right to or claim for any punitive, exemplary, treble or other forms of multiple damages against the other and agree that, in the event of a dispute between them, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains. The award

and decision of the arbitrator shall be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction.

SFP and Franchisee agree to be bound by the provisions of any limitation on the period of time by which claims must be brought under this Agreement or applicable law, whichever expires first. SFP and Franchisee further agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by the then current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding shall be barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either Franchisee or SFP. SFP reserves the right, but has no obligation, to advance Franchisee's share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished SFP's right to seek the recovery of those costs in accordance with Section 18.C.

SFP and Franchisee agree that arbitration shall be conducted on an individual, not a class-wide, basis, that only SFP (and its affiliates and its and their respective owners, officers, directors, managers, agents and employees, as applicable) and Franchisee (and its affiliates and its and their respective owners, officers, directors, managers, agents and employees, as applicable) may be the parties to any arbitration proceeding described in this Section 18.F, and that no such arbitration proceeding shall be consolidated with any other arbitration proceeding involving SFP and/or any other person or Entity. Notwithstanding the foregoing or anything to the contrary in this Section 18.F or Section 18.A, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 18.F, then SFP and Franchisee agrees that this arbitration clause shall not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with this Section 18 (excluding this Section 18.F).

The provisions of this Section 18.F are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

Notwithstanding anything to the contrary contained in this Section 18.F, SFP and Franchisee each have the right to obtain temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction.

The obligation to arbitrate shall not be binding upon either party with respect to claims relating to the Marks, any other intellectual property that is part of the Franchise System, or requests by either party for temporary restraining orders, preliminary injunctions or other procedures in a court of competent jurisdiction to obtain interim relief.

18.G. Governing Law. Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, all controversies, disputes or claims arising from or relating to:

- (1) this Agreement or any other agreement between Franchisee (or its Owners or affiliates) and SFP (or its affiliates);

- (2) the relationship between SFP and Franchisee;
- (3) the validity of this Agreement or any other agreement between Franchisee (or its Owners or affiliates) and SFP (or its affiliates); or
- (4) any System Standard

will be governed by the laws of the State of Delaware, without regard to its conflict of laws rules, except that any law regulating the sale of franchises, licenses, or business opportunities, governing the relationship of a franchisor and its franchisee or the relationship of a licensor and its licensee, or involving unfair or deceptive acts or practices will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.G.

18.H. Consent to Jurisdiction. Subject to the arbitration obligations in Section 18.F, Franchisee and its Owners agree that all judicial actions brought by SFP against Franchisee or its Owners, or by Franchisee or its Owners against SFP, its affiliates or its or their respective owners, officers, directors, agents, or employees, must be brought exclusively in the state or federal court of general jurisdiction in the state, and in (or closest to) the city, where SFP maintains its principal business address at the time that the action is brought. Franchisee and each of its Owners irrevocably submits to the jurisdiction of such courts and waives any objection that any of them may have to either jurisdiction or venue. Notwithstanding the foregoing, SFP may bring an action for a temporary restraining order or for temporary or preliminary injunctive relief, or to enforce an arbitration award, in any federal or state court in the state in which Franchisee or any of its Owners resides or the Smash My Trash Business is located.

18.I. Waiver of Punitive Damages and Jury Trial. EXCEPT FOR PUNITIVE, EXEMPLARY, TREBLE AND OTHER FORMS OF MULTIPLE DAMAGES AVAILABLE TO ANY PARTY UNDER FEDERAL LAW OR OWED TO THIRD PARTIES WHICH ARE SUBJECT TO INDEMNIFICATION UNDER SECTION 17.D, SFP AND FRANCHISEE (AND FRANCHISEE'S OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN SFP AND FRANCHISEE (OR FRANCHISEE'S OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

SFP AND FRANCHISEE (AND FRANCHISEE'S OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER SFP OR FRANCHISEE (OR FRANCHISEE'S OWNERS).

18.J. Binding Effect and Amendment. This Agreement is binding upon SFP and Franchisee and their respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Subject to SFP's rights to modify the Operations Manual, System Standards and Franchise System, this Agreement may not be amended or modified except by a written agreement signed by both Franchisee and SFP.

18.K. Limitations of Claims. EXCEPT FOR CLAIMS (1) RELATING TO THE MARKS OR ANY OTHER INTELLECTUAL PROPERTY THAT IS PART OF THE FRANCHISE SYSTEM OR (2) ARISING FROM FRANCHISEE'S NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS IT OWES SFP, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN SFP AND FRANCHISEE (AND FRANCHISEE'S OWNERS) WILL BE BARRED UNLESS AN ARBITRATION OR JUDICIAL PROCEEDING IS COMMENCED IN THE PROPER FORUM WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM.

18.L. Construction. The preambles and exhibits are a part of this Agreement which, together with any riders or addenda signed at the same time as this Agreement, constitutes SFP's and Franchisee's entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between them relating to the subject matter of this Agreement. There are no other oral or written representations, warranties, understandings or agreements between SFP and Franchisee relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Franchisee to waive reliance on any representation that SFP made in the most recent disclosure document (including its exhibits and amendments) that SFP delivered to Franchisee or its representative. Any policies that SFP adopts and implements from time to time to guide SFP in its decision-making are subject to change, are not a part of this Agreement and are not binding on SFP. Except as provided in Sections 17.D and 18.F, nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any person or Entity not a party to this Agreement.

References in this Agreement to SFP, with respect to all of SFP's rights and all of Franchisee's obligations to SFP under this Agreement, include any of SFP's affiliates with whom Franchisee deals in connection with the Business. The term "**affiliate**" means any individual or Entity directly or indirectly owned or controlled by, under common control with, or owning or controlling the party indicated. "**Control**" means the power to direct or cause the direction of management and policies.

If two or more persons are at any time the owners of the rights under this Agreement and the Business, whether as partners or joint venturers, their obligations and liabilities to SFP will be joint and several. "**Person**" (whether or not capitalized) means any individual or Entity. The term "**Business**" includes all of the assets of the Smash My Trash Business Franchisee operates under this Agreement, including its revenue and income.

The headings of the Sections, Subsections and paragraphs are for convenience only and do not define, limit or construe their contents. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days. The words "**include**," "**including**," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement may be executed by electronic signature and/or in multiple copies, each of which will be deemed an original.

18.M. The Exercise of SFP's Judgment. SFP has the right to operate, develop and change the Franchise System and System Standards in any manner that is not specifically prohibited by this Agreement. Whenever SFP has reserved in this Agreement a right to take or to withhold an action, or to grant or decline to grant Franchisee a right to take or omit an action, SFP may, except as otherwise specifically provided in this Agreement, make its decision or exercise its rights based on information readily available to SFP and its judgment of what is in the best interests of SFP or its affiliates, the Smash My Trash Business network generally, or the Franchise System at the time its decision is made, without regard to whether it could have made other reasonable or even arguably preferable alternative decisions or whether its decision promotes SFP's or its affiliates' financial or other individual interest. Except where this Agreement expressly obligates SFP reasonably to approve or not unreasonably to withhold its approval of any of Franchisee's actions or requests, SFP has the absolute right to refuse any request Franchisee makes or to withhold its approval of any of Franchisee's proposed, initiated or completed actions that require its approval.

**19. Notices and Payments.**

All written notices, reports and payments permitted or required to be delivered by the provisions of this Agreement or the Operations Manual will be deemed so delivered:

- (1) in the case of Royalties, Brand Fund contributions, Technology Fees and other amounts due, at the time SFP actually debits Franchisee's account (if SFP institutes an automatic debit program for the Business) or receives such amounts;
- (2) one (1) business day after being placed in the hands of a commercial courier service for next business day delivery; or
- (3) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid;

and must be addressed to the party to be notified at its most current principal business address of which the notifying party has notice and/or, with respect to any approvals or notices that SFP provides to Franchisee or its Owners, at the Business's address. Any required payment or report which SFP does not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two (2) days before then) will be deemed delinquent.

**20. No Waiver or Disclaimer of Reliance in Certain States.**

The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

supersedes any other term of any document executed in connection with the franchise.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have executed and delivered this Agreement effective on the Agreement Date.

**SFP:**

**SMASH FRANCHISE PARTNERS LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FRANCHISEE**

**(IF ENTITY):**

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(IF INDIVIDUALS):**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

Date: \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

Date: \_\_\_\_\_

**EXHIBIT A  
TO THE  
SMASH MY TRASH FRANCHISE AGREEMENT  
SUMMARY PAGE**

1. Franchisee name: \_\_\_\_\_
2. Business Location address: \_\_\_\_\_
3. Franchisee's state of residence: \_\_\_\_\_
4. State(s) in which the Business will be operated: \_\_\_\_\_
5. Initial Truck Deposit: \_\_\_\_\_
6. Initial Franchise Fee: \_\_\_\_\_
7. Additional Population Fee: \_\_\_\_\_
8. The Territory is the area:  
    \_\_\_\_\_ identified on attachment map and list of zip codes  
    \_\_\_\_\_ identified as follows:  
    \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_
9. The Opening Date is \_\_\_\_\_.
10. As of the Agreement Date, the monthly Technology Fee is \$\_\_\_\_\_.

*[Signature Page Follows]*



**SFP**

**SMASH FRANCHISE PARTNERS LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FRANCHISEE**

**(IF ENTITY):**

\_\_\_\_\_  
[Entity Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(IF INDIVIDUALS):**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

Date: \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

Date: \_\_\_\_\_

**EXHIBIT B  
TO THE  
SMASH MY TRASH FRANCHISE AGREEMENT**

**OWNERS AND GUARANTORS**

**OWNERS**

The ownership structure for \_\_\_\_\_ is as follows:

Name: _____ Address: _____	% of Total Share/Units: _____
Name: _____ Address: _____	% of Total Share/Units: _____
Name: _____ Address: _____	% of Total Share/Units: _____
Name: _____ Address: _____	% of Total Share/Units: _____

**OFFICERS/EXECUTIVES:**

The officers and principal executives for \_\_\_\_\_ are as follows:

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

**PRINCIPAL EXECUTIVE:**

The Principal Executive is \_\_\_\_\_.

**GENERAL MANAGER:**

The General Manager is \_\_\_\_\_.

**SFP**

**SMASH FRANCHISE PARTNERS LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FRANCHISEE**

**(IF ENTITY):**

\_\_\_\_\_  
[Entity Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(IF INDIVIDUALS):**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

Date: \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

Date: \_\_\_\_\_

**EXHIBIT C  
TO THE  
SMASH MY TRASH FRANCHISE AGREEMENT**

**GUARANTY AND ASSUMPTION OF OBLIGATIONS**

**THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS** is given  
\_\_\_\_\_, by \_\_\_\_\_.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the “**Agreement**”) on this date by **Smash Franchise Partners LLC (“SFP”)**, each of the undersigned personally and unconditionally (a) guarantees to SFP and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that \_\_\_\_\_ (“**Franchisee**”) will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including any amendments or modifications of the Agreement); and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the arbitration, non-competition, confidentiality, and transfer requirements.

Each of the undersigned acknowledges that he, she or it is either an owner (whether direct or indirect) of Franchisee or otherwise has a direct or indirect relationship with Franchisee or its affiliates; that he, she or it will benefit significantly from SFP’s entering into the Agreement with Franchisee; and that SFP would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

Each of the undersigned consents and agrees that: (1) his, her or its direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he, she or it will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon SFP’s pursuit of any remedies against Franchisee or any other person or entity; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which SFP may from time to time grant to Franchisee or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or any of its owners or guarantors, and for so long as SFP has any cause of action against Franchisee or any of its owners or guarantors; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any direct or indirect interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to SFP; (ii) all rights to require SFP to proceed against Franchisee for any payment required under the Agreement, proceed against or exhaust any security from Franchisee, take any action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (iii) any benefit of, or any right to participate in, any security now or hereafter held by SFP; and (iv) acceptance and notice of acceptance by SFP of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. SFP shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other guarantor, or any collateral securing any obligations of Franchisee to SFP. Without affecting the obligations of the undersigned under this Guaranty, SFP may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release, or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Franchisee, (b) any lack of authority of Franchisee with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Franchisee, (d) any circumstance whereby the Agreement shall be void or voidable as against Franchisee or any of its creditors, including a trustee in bankruptcy of Franchisee, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Franchisee of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Franchisee or any other guarantor, and (g) any act or omission of Franchisee.

If SFP is required to enforce this Guaranty in a judicial proceeding, and prevail in such proceeding, SFP shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If SFP is required to engage legal counsel in connection with any failure by the

undersigned to comply with this Guaranty, the undersigned shall reimburse SFP for any of the above-listed costs and expenses it incurs.

Subject to the arbitration obligations under the Agreement (with which each of the undersigned agrees to comply) and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between SFP and the undersigned, must be brought exclusively in the state or federal court of general jurisdiction in the state, and in (or closest to) the city, where SFP maintains its principal business address at the time that the action is brought. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that SFP may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he, she or it is domiciled or has assets. EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT.

*[Signature Page Follows]*

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

**GUARANTOR(S)**

**PERCENTAGE OF OWNERSHIP IN  
FRANCHISEE**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_%

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_%

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_%

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_%

\_\_\_\_\_  
[Print Name]

**EXHIBIT D**  
**TO THE**  
**SMASH MY TRASH FRANCHISE AGREEMENT**

**KEY PERSONNEL AGREEMENT**

**THIS KEY PERSONNEL AGREEMENT (“Key Personnel Agreement”)** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, regardless of the date of the parties’ signatures, between Smash Franchise Partners LLC (“**SFP**”), and the individuals and/or entities whose names and signatures appear below (collectively, the “**Key Personnel**” or, individually, a “**Key Person**”).

1. SFP and \_\_\_\_\_ (“**Franchisee**”) have signed, or are considering signing, a Franchise Agreement under which SFP will grant Franchisee the right to establish and operate a Smash My Trash business in the Territory as described therein (the “**Agreement**”). All capitalized terms used but not defined in this Key Personnel Agreement shall have the meanings in the Agreement. Each Key Person acknowledges that (a) he, she or it is an owner (whether direct or indirect) of Franchisee or otherwise has a direct or indirect relationship with Franchisee or its affiliate; (b) he, she or it will benefit significantly from SFP’s entering into the Agreement with Franchisee, and (c) SFP would not enter into or will not enter into (as applicable) the Agreement unless each Key Person agrees to sign and comply with the terms of this Key Personnel Agreement.

2. Each Key Person agrees, on behalf of himself, herself or itself and not on behalf of any other Key Person, that:

(a) during the period of his, her or its association with Franchisee, Key Person agrees to be personally bound by and comply with Sections 6.F, 11.C and 12 of the Agreement;

(b) if Key Person is an Owner, Key Person agrees to be personally bound by and comply with Sections 13.B, 13.C, 13.D, 13.E, 13.F and 13.H of the Agreement;

(c) beginning with the date upon which the Agreement expires or terminates or the date upon which Key Person has no further association with Franchisee (whether as an Owner, officer, manager and/or key employee or otherwise), whichever is earlier, Key Person agrees to be personally bound by and comply with Sections 16.B(2) and 16.D of the Agreement; and

(d) during the period beginning on the date of this Key Personnel Agreement and ending on the date upon which these obligations are satisfied in full or by their nature expire, Key Person agrees to be personally bound by and comply with Section 11.A of the Agreement.

3. Each Key Person represents and warrants to SFP that he, she or it has reviewed the Agreement and understands the obligations arising under this Key Personnel Agreement. The obligations described the Sections of the Agreement listed above shall apply to each Key Person



pursuant to this Key Personnel Agreement, regardless of whether those obligations (as they appear in the Agreement) are imposed upon Franchisee, its Owners, or both, as if Key Person were Franchisee under the Agreement. The liabilities and obligations arising under Section 2 of this Key Personnel Agreement are independent liabilities and obligations of each Key Person and are not contingent or conditioned upon SFP's pursuit of any remedies against Franchisee, any other Key Person, or any other person or entity. The liabilities and obligations arising under Section 2 of this Key Personnel Agreement will not be diminished, relieved, or otherwise affected by any extension of time or credit, the acceptance of any partial payment or performance, or the compromise or release of any claims.

4. Each provision of this Key Personnel Agreement is severable, and if any provision or part of a provision is held to be invalid or in conflict with any applicable present or future law or regulation, the other portions of this Key Personnel Agreement that remain otherwise intelligible will continue to be given full force and effect and bind the parties. If any covenant is deemed unenforceable by virtue of its scope, but would be enforceable by reducing any part or all of it, the parties agree that such covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. Any waiver of any Key Person's obligations under this Key Personnel Agreement must be in writing to be enforceable and will be without prejudice to any other rights SFP may have. SFP's failure to enforce any of the provisions of this Key Personnel Agreement is not a waiver of such provision.

5. This Key Personnel Agreement, together with the Agreement, supersedes all prior agreements and understandings, whether oral and written, among the parties relating to its subject matter, and there are no oral or other written understandings, representations, or agreements among the parties relating to the subject matter of this Key Personnel Agreement. This Key Personnel Agreement may be executed in multiple counterparts, but all such counterparts together shall be considered one and the same instrument. The provisions of this Key Personnel Agreement may be amended or modified only by written agreement signed by the party to be bound.

6. All controversies, disputes or claims arising out of or related to this Key Personnel Agreement or the relationship between any Key Person and SFP will be governed by the laws of the State of Delaware, without regard to its conflict of laws rules. If SFP is required to enforce this Key Personnel Agreement in a judicial proceeding, and prevails in such proceeding, SFP shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If SFP is required to engage legal counsel in connection with any failure by any Key Person to comply with this Key Personnel Agreement, that Key Person shall reimburse SFP for any of the above-listed costs and expenses it incurs.

7. Subject to the arbitration obligations under the Agreement and the provisions below, each Key Person agrees that all actions arising under this Key Personnel Agreement or the Agreement, or otherwise as a result of the relationship between SFP and each Key Person, must be brought exclusively in the state or federal court of general jurisdiction in the state, and in (or closest to) the city where SFP maintains its principal business address at the time that the action is brought. Each Key Person irrevocably submits to the jurisdiction of those courts and waives any

objection he, she or it might have to either jurisdiction or venue. Notwithstanding the foregoing, SFP may bring an action for a temporary restraining order or for temporary or preliminary injunctive relief, or to enforce an arbitration award or this Key Personnel Agreement, in any court in the jurisdiction in which the applicable Key Person resides or any of his, her or its assets are located. EACH KEY PERSON IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER SFP OR KEY PERSON.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Key Personnel Agreement effective on the date stated on the first page above.

**SFP:**

**SMASH FRANCHISE PARTNERS  
LLC**, an Indiana limited liability  
company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**KEY PERSON:**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Position]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Position]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Position]

**EXHIBIT C**

**CURRENT FORM OF RELEASE**

**SMASH FRANCHISE PARTNERS, LLC**

**RENEWAL/ASSIGNMENT OF FRANCHISE DOCUMENTS RELEASE**

**Smash Franchise Partners, LLC** (“we,” “us,” or “our”) and the undersigned franchisee, \_\_\_\_\_ (“you” or “your”), currently are parties to a certain Franchise Agreement (the “**Franchise Agreement**”) dated \_\_\_\_\_. You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal or transfer situation] \_\_\_\_\_

\_\_\_\_\_. We have the right under the Franchise Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give us the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, directors, officers, principals, employees, and affiliated entities (collectively, the “**Releasing Parties**”), hereby forever release and discharge us and our current and former officers, directors, owners, principals, employees, agents, representatives, affiliated entities, successors, and assigns (collectively, the “**Smash Parties**”) from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, “**Claims**”) that you and any of the other Releasing Parties now has, ever had, or, but for this document, hereafter would or could have against any of the Smash Parties (1) arising out of or related to the Smash Parties’ obligations under the Franchise Agreement or (2) otherwise arising from or related to your and the other Smash Party’s relationship, from the beginning of time to the date of your signature below, with any of the Smash Parties. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Smash Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity who is not bound by this paragraph.

We also are entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your owners likewise grant to us the release and covenant not to sue provided above.

You and your owners, for yourselves and each of the Releasing Parties, hereby waive and relinquish every right or benefit which he, she, or it has under any state or federal law limiting the effectiveness of releases, to the fullest extent that he, she, or it may lawfully waive such right or benefit. In connection with this waiver and relinquishment, with respect to the Claims, you and your owners, for yourselves and each of the Releasing Parties, acknowledges that he, she, or it

may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of this release, but that it is the parties' intention, fully, finally and forever to settle and release all such Claims, known or unknown, suspected or unsuspected, which now exist, may exist or did exist, and, in furtherance of such intention, the releases given hereunder shall be and remain in effect as full and complete releases, notwithstanding the discovery or existence of any such additional or different facts.

\*\*\*

**The following language applies only to transactions governed by the Washington Franchise Investment Act**

The release provided above does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

**FRANCHISOR:**

**SMASH FRANCHISE PARTNERS,  
LLC**, an Indiana limited liability  
company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FRANCHISEE:**

**(IF ENTITY)**

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(IF INDIVIDUALS)**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

Date: \_\_\_\_\_

**FRANCHISEE OWNER(S):**

\_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT D**

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## **EXHIBIT E**

### **LIST OF FRANCHISEES**

**The names, addresses, and telephone numbers of our franchisees as of December 31, 2024 are as follows:**

<b>Franchise Name</b>	<b>State</b>	<b># of Territories</b>	<b>Business Address</b>	<b>Telephone Number</b>	<b>Contact Person</b>
Mobile	AL	3	146 Old Mill Rd, Fairhope, AL 36532	(404) 932-5367	Albie Whitaker
Springdale	AR	1	2025 E Chestnut Expy, Springfield, MO 65802	(417) 830-2898	Eric Rowden
Phoenix North South East/Tucson Casa Grande	AZ	18	3733 S 65th Ave, Phoenix, AZ 85043	(303) 564-4863	James St. Louis
Phoenix Southwest	AZ	1	3733 S 65th Ave, Phoenix, AZ 85043	(602) 315-5593	Russell Steger
Anaheim	CA	3	65 Tavella Place, Foothill Ranch, CA 92610	(949) 510-3349	Steve Shiffman
Chino Hills	CA	3	5295 Toscana Way Apt 742 San Diego, CA 92122	(832) 350-0559	Charles Merrimon, II
Fremont	CA	3	8407 Central Ave., Suite 2064, Newark, CA 94560	(217) 417-8873	John George
Irvine	CA	2	31878 Del Obispo St. #118-429 San Juan Capistrano, CA 92675	(713) 422-3533	Oscar Villanueva
Napa Solano	CA	3	333 Purrington Rd, Petaluma, CA, 94952	(415) 806-2601	Matt Hundley
Northwest Anaheim	CA	2	2416 Sherbrook Ave, Monterey Park, CA 91754	(323) 487-1841	Richard Chang
Oakland	CA	3	6114 LaSalle Ave., Suite 630, Oakland, CA 94611	(510) 679-2626	Daniel Auker
Pomona (San Dimas)	CA	3	540 E Foothill Blvd, Ste 100B San Dimas, CA 91773	(206) 459-5356	Nathan Wehunt
Riverside	CA	3	540 E Foothill Blvd, Ste 100B San Dimas, CA 91773	(206) 459-5356	Nathan Wehunt
Sacramento and Stockton	CA	3	3649 Evergreen Pkwy, Unit 881, Evergreen, CO 80437	(720) 966-3086	Keith Leimbach
San Bernardino	CA	7	455 N. Minnesota Ave. Glendora, CA 91741	(626) 733-2104	Andrew Shepherd
San Diego	CA	3	8677 Villa La Jolla Dr PO Box 255 La Jolla, CA 92037	(205) 936-1852	Chuck Adams
San Jose South	CA	5	2025 Belford Dr., Walnut Creek, CA 94598	(239) 896-4128	Kevin Moyer
Southeast Los Angeles	CA	12	PO Box 2562, Cypress, CA 90630	(512) 761-0788	Kyle Granger
Southwest Bay Area	CA	4	500 Capitol Mall, Suite 2350, Sacramento, CA 95814	(415) 867-6488	Jeff Phillips
Southwest California	CA	6	11956 Bernardo Plaza Drive #542 San Diego, CA 92128	(760) 650-2088	Jeremy Chase
Colorado Springs Pueblo	CO	4	1700 Tenderfoot Dr, Larkspur, CO 80118	(303) 406-1462	John Hellickson
Denver Downtown North	CO	2	32803 Upper Bear Creek Rd., Evergreen, CO 80439	(720) 966-3086	Keith Leimbach



<b>Franchise Name</b>	<b>State</b>	<b># of Territories</b>	<b>Business Address</b>	<b>Telephone Number</b>	<b>Contact Person</b>
Denver Northeast/Airport	CO	2	14532 High Street, Thornton, CO 80602	(720) 254-6741	Robert Seeley
Front Range	CO	8	1528 Barnwood Court, Windsor, CO 80550	(435) 790-0504	Chris Martin
Connecticut	CT	7	4 Hickory Lane, Palmer Ma. 01069	(781) 953-4882	David Orr
Wilmington	DE	1	1402 Tullamore Lane, Phoenixville, PA 19460	(610) 937-5111	Franco Stipa
Augustine Jacksonville Beach	FL	3	8007 Acorn Ridge Rd. Jacksonville FL 32256	(540) 293-1259	James Johnson
SMT - SE Florida	FL	4	21705 Belvedere Lane Estero, FL 33928	(734) 604-5910	Matt Grabowski
Jacksonville North	FL	1	801 Harbor Preserve Ct., Ponte Vedra, FL 32081	(904) 612-3269	Marc Fraga
Lakeland	FL	3	4919 Booth Rd. Plant City, FL 33565	(347) 573-5163	Tim Hunt
Miami West	FL	2	940 SE 4th Ave., Pompano Beach, FL 33060	(954) 650-8802	Robert Kite
SMT- Miami/Naples	FL	10	21705 Belvedere Lane Estero, FL 33928	(734) 604-5910	Matt Grabowski
North Central Florida	FL	2	5100 Poplar Ave. FL 27, Memphis, TN 38137	(901) 428-7284	Paul Bell
Orlando Central	FL	3	14614 Velleux Dr., Orlando, FL 32837	(407) 433-3793	John Ramsier
Orlando South	FL	2	14614 Velleux Dr., Orlando, FL 32837	(407) 433-3793	John Ramsier
Pensacola	FL	2	146 Old Mill Rd, Fairhope, AL 36532	(404) 932-5367	Albie Whitaker
Sarasota	FL	2	11645 Monument Drive, Apt. 1401, Bradenton, FL 34211	(847) 802-0380	John Hess
Spring Hill & Clearwater	FL	5	915 Bayshore Dr, Tarpon Springs, FL 34689	(727) 412-0512	John Howard
Tampa	FL	3	3613 W Clark Cir Tampa, FL 33629	(813) 295-4800	Matt Beatty
West Palm Beach Fort Pierce	FL	4	21705 Belvedere Lane Estero, FL 33928	(734) 604-5910	Matt Grabowski
Atlanta Northeast	GA	2	3305 Osterley Way, Cumming, GA 30041	(404) 909-6251	Eric Capers
Atlanta Northwest	GA	2	417 Candler Trail, Canton, GA 30115	(470) 445-3346	Ashley Petty
Atlanta Southeast, Augusta & Macon	GA	5	4341 Old Club Rd Macon, GA 31210	(478) 396-5405	Cole Dunaway
Atlanta Southwest East	GA	7	4981 Colchester Court SE, Atlanta, GA 30339	(770) 750-5590	Robert Rodden
Brunswick	GA	1	212 Alexander Farms Road West, Statesboro, GA 30458	(478) 494-7239	Sam Perossa
Gainesville	GA	2	3305 Osterley Way, Cumming, GA 30041	(404) 909-6251	Eric Capers
Savannah	GA	1	212 Alexander Farms Road West, Statesboro, GA 30458	(478) 494-7239	Sam Perossa
Cedar Rapids	IA	1	1405 NW Maple St, Ankney, IA 50023	(515) 205-6021	Cory Wiedel
Des Moines	IA	2	2373 Banon Drive, St. Charles, MO 63301	(515) 205-6021	Cory Wiedel

Franchise Name	State	# of Territories	Business Address	Telephone Number	Contact Person
Boise	ID	3	912 N Snow Goose St Orange, CA 92869	(714) 795-0286	Greg Solorio
O'Hare West Suburban	IL	5	609 S. Julian St., Naperville IL 60540	(630) 606-5463	Doug Spitler
St. Louis Metro East	IL	2	2373 Banon Dr. Saint Charles, MO 63301	(618) 719-4411	Christy Markovitz
Fort Wayne	IN	2	4310 Illinois Rd Unit #7105 Fort Wayne, IN 46804	(317) 502-1091	Connor Groce
North Central Indiana	IN	2	3603 County Rd, 6E, Elkhart, IN, 46514, USA	(336) 831-4233	Connor Groce
Wichita	KS	2	10145 S Shadow Hill Dr, Lone Tree, CO 80124	(303) 564-4863	James St Louis
Lexington	KY	2	1114 Haddrell Pt., Lexington KY 40509	(859) 797-6108	Chris Schenk
Louisville	KY	5	101 North 7th St Louisville, KY 40202	(502) 396-3755	Jim Oliver
Nashville	KY	1	6117 Montcrest Dr., Nashville, TN 37215	(615) 496-5036	Jeff Stockton
Acadiana LA/Baton Rouge/SW Louisiana	LA	7	108 Ietchworth Lane, Lafayette La, 70508	(337) 319-0583	Michael Munnerlyn
Longview and Shreveport	LA	1	4668 Dixie Garden Loop, Shreveport, LA 71105	(318) 525-2222	Mark Christian Valiulis
New Orleans	LA	9	405 W. Superior Street #93, Chicago, IL 60654	(619) 929-4140	Kenny Rose
Boston South Shore	MA	5	18 Bayside Street Unit 3, Dorchester, MA, 02125	(774) 239-6213	Dustin Robideau
Northbridge	MA	1	335 Washington St., #1029, Woburn, MA 01801	(978) 460-2356	Zach Hargis
Northeast and Central Massachusetts	MA	11	335 Washington St., #1029, Woburn, MA 01801	(978) 460-2356	Adam Wilver
Annapolis	MD	3	2149 N. Courthouse Road, Arlington, VA 22201	(703) 472-5958	Sal Tajuddin
Baltimore	MD	9	904 S Linwood Ave. Baltimore, MD 21224	(443) 677-0158	Gregory Rogers
Detroit Metro West	MI	4	31077 Schoolcraft Rd Ste 208 Livonia, MI 48150	(313) 530-1600	Brian Ashley
Detroit North	MI	2	5465 Southlawn Dr., Sterling Heights, MI 48310	(586) 806-9492	John Kotlar
Detroit Northwest	MI	2	2368 Grove Park Rd., Fenton, MI 48430	(810) 516-9390	Mike Hagan
Farmington and Novi	MI	2	2368 Grove Park Rd., Fenton, MI 48430	(810) 516-9390	Mike Hagan
Grand Rapids and Wyoming	MI	3	15782 Columbian Dr., Buchanan, MI 49107	(574) 532-1628	Michael Knapick
Holland	MI	1	15782 Columbian Dr., Buchanan, MI 49107	(574) 532-1628	Michael Knapick
St Paul	MN	5	10145 S Shadow Hill Dr, Lone Tree, CO 80124	(303) 564-4863	James St Louis
Kansas City Northeast	MO	9	10311 Belinder Road Leawood, KS 66206	(913) 706-5487	Scott Campbell
Springfield	MO	1	2025 E Chestnut Expy, Springfield, MO 65802	(417) 830-2898	Eric Rowden
St. Louis Central	MO	7	421 Melanie Meadows Lane Ballwin, MO 63021	(636) 628-7797	Steve Radcliff

Franchise Name	State	# of Territories	Business Address	Telephone Number	Contact Person
Asheville	NC	2	3740 Boiling Springs Rd., #127, Boiling Springs, SC 29316	(864) 316-4874	Philip Shields
Charlotte	NC	7	1735 Buford Hwy, Suite 215-236, Cumming, GA, 30041, USA	(404) 909-6251	Eric Capers
Raleigh and Durham	NC	1	5 Syston Court, Chapel Hill, NC 27517	(919) 637-1358	Joel Saenz
Winston Salem East and Greensboro West	NC	3	240 Floyd Lane, Clarkesville, GA 30523	(336) 422-6296	Andy Ronemus
Omaha	NE	3	2325 S. 218th Ave., Elkhorn, NE 68022	(402) 650-5761	Corey Cain
Nashua Manchester	NH	2	39 James Way, Hudson, NH 03051	(603) 765-0081	Norman Pomerleau
Edison	NJ	1	3 Trumbull Court, Jackson, NJ 08527	(201) 888-4546	Kalpeshkumar Patel
Morristown	NJ	4	65 Indigo Road, Hackettstown, NJ 07840	(973) 888-9947	Richard Spitzer
Paramus	NJ	5	95 Rose Ave Woodcliff Lakes, NJ 07677	(201) 815-8827	Karl Tangara
Princeton and Plainfield	NJ	4	3 Trumbull Court, Jackson, NJ 08527	(201) 888-4546	Kalpeshkumar Patel
Albuquerque	NM	3	10145 S Shadow Hill Dr, Lone Tree, CO 80124	(303) 564-4863	James St Louis
Las Vegas East	NV	6	95 East Fife Street, #263, Lava Hot Springs, ID 83246	(208) 874-9550	John Taylor
Reno	NV	2	12635 Water Lily Way Reno, NV 89511	(775) 560-6992	Derek Metz
NYC Long Island	NY	12	335 Washington St., #1029, Woburn, MA 01801	(978) 460-2356	Adam Wilver
Akron	OH	5	1353 Berkshire Rd, Stow, OH 44224	(330) 703-5419	Jon Phelps
Cleveland Central	OH	4	1224 Blacksmith Dr, Westerville, OH 43081	(216) 916-6630	Eric Brandt
Columbus	OH	3	885 Claycraft Road Columbus, OH 43230	(614) 374-6684	Steve Elsass
Middletown Hamilton	OH	2	100 Castleberry Court, #293, Milford, OH 45150	(614) 260-0510	Brad M. Gillespie
Midwest Ohio	OH	3	PO Box 341097 Columbus, OH 43234-1097	(614) 260-0510	Andrew White
Northeast Cinci	OH	5	6692 Smith Road, Loveland, OH 45140	(859) 396-7754	Gordon Hippe
Northwest Ohio (Toledo)	OH	3	P.O. Box 685, Tiffin, OH 44883	(419) 552-8473	Scott Campbell
Strongsville	OH	1	1224 Blacksmith Dr, Westerville, OH 43081	(216) 916-6630	Eric Brandt
Oklahoma City South and Tulsa	OK	2	285 July Johnson Dr, Austin, TX 78737	(405) 326-6525	Jim Irwin
Bethlehem	PA	1	1402 Tullamore Lane, Phoenixville, PA 19460	(610) 937-5111	Franco Stipa
Concordville	PA	1	1402 Tullamore Lane, Phoenixville, PA 19460	(610) 937-5111	Franco Stipa
Harrisburg East	PA	2	91 Greenbriar Drive, Elizabethtown PA 17022	(717) 869-2705	Derek Lehman
Pittsburgh Downtown	PA	4	1563 Network Dr. Canonsburg, PA 15317	(724) 255-8668	Christopher Price

<b>Franchise Name</b>	<b>State</b>	<b># of Territories</b>	<b>Business Address</b>	<b>Telephone Number</b>	<b>Contact Person</b>
Reading	PA	5	1402 Tullamore Lane, Phoenixville, PA 19460	(610) 937-5111	Franco Stipa
South Philadelphia	PA	1	1402 Tullamore Lane, Phoenixville, PA 19460	(610) 937-5111	Franco Stipa
Charleston	SC	4	2648 Craig Road, Columbia, SC 29204	(803) 467-5450	Nathan Bocock
Columbia	SC	3	107 Sandra Avenue, Greenville, SC 29611	(843) 580-8090	Nathan Bocock
Greenville	SC	2	107 Sandra Avenue, Greenville, SC 29611	(843) 580-8090	Nathan Bocock
Spartanburg Anderson Greenwood	SC	4	3740 Boiling Springs Rd., #127, Boiling Springs, SC 29316	(864) 316-4874	Philip Shields
Chattanooga	TN	1	5100 Poplar Ave. FL 27, Memphis, TN 38137	(901) 428-7284	Paul Bell
Knoxville	TN	1	1933 Fall Haven Ln., Knoxville, TN 37932	(865) 607-6264	Nathan Bocock
Memphis TN	TN	5	5100 Poplar Ave. FL 27, Memphis, TN 38137	(901) 295-9508	Paul Bell
Nashville	TN	3	6117 Montcrest Dr., Nashville, TN 37215	(615) 496-5036	Jeff Stockton
Austin	TX	7	285 July Johnson Dr, Austin, TX 78737	(405) 326-6525	Jim Irwin
Beaumont, Corpus Christi, Waco & Killeen	TX	5	P.O. Box 19157, Sugar Land, TX 77496	(281) 467-4619	Stephen Loveless
Dallas Northwest	TX	10	18484 Preston Rd Suite102-115, Dallas TX 75252	(214)797-0299	Tammy Martin
Dallas Southeast & Garland	TX	7	3345 Summerfield Drive, Grapevine, Texas 76051	(469) 708-9641	Kevin Brown
El Paso	TX	3	3733 S 65th Ave, Phoenix, AZ 85043	(303) 564-4863	James St. Louis
Fort Worth	TX	7	1812 SE 1st Street, Mineral Wells, TX 76067	(972) 408-6890	Mitch Bradshaw
Houston MSA	TX	28	335 Washington St., #1029, Woburn, MA 01801	(978) 460-2356	Adam Wilver
Longview and Shreveport	TX	1	4668 Dixie Garden Loop, Shreveport, LA 71105	(318) 525-2222	Mark Christian Valiulis
McKinney Sherman	TX	3	1813 Savannah Dr., McKinney, TX 75072	(469)222-3299	Owen Lancaster
Provo Sandy	UT	3	5745 N Quail Run Rd. Paradise Valley, AZ 85253	(480) 398-5457	Dariusz Zelek
Salt Lake City	UT	1	10311 Belinder Road Leawood, KS 66206	(913) 706-5487	Scott Campbell
Summit Park	UT	1	10311 Belinder Road Leawood, KS 66206	(913) 706-5487	Scott Campbell
West Valley	UT	1	10311 Belinder Road Leawood, KS 66206	(913) 706-5487	Scott Campbell
Northern VA	VA	3	2149 N. Courthouse Road, Arlington, VA 22201	(703) 472-5958	Sal Tajuddin
Richmond	VA	3	1512 Wilingham Rd., Richmond, VA 23238	(804) 405-1145	Joe Oley
Virginia Beach and Newport News	VA	5	1012 Fairhaven Road, Chesapeake, VA 23322	(757) 286-2249	Troy Taylor
Tacoma	WA	4	12635 Water Lily Way Reno, NV 89511	(775) 560-6992	Derek Metz

Franchise Name	State	# of Territories	Business Address	Telephone Number	Contact Person
Kenosha	WI	1	S67 W24775 Skyline Ave., Waukesha, WI 53189	(262) 442-8883	Kyle Cramer
Menomonee Falls	WI	2	845 Fairmont Ct Des Plaines IL 60018	(773) 313-7530	Waleed Syed
Milwaukee South	WI	1	S67 W24775 Skyline Ave., Waukesha, WI 53189	(262) 442-8883	Kyle Cramer
St Paul	WI	1	10145 S Shadow Hill Dr, Lone Tree, CO 80124	(303) 564-4863	James St Louis

**The names, addresses, and telephone numbers of our franchisees that have not yet opened their Franchised Businesses as of December 31, 2024 are as follows:**

Franchise Name	State	# of Territories	Business Address	Telephone Number	Contact Person
Daytona Beach	FL	1	228 Glen Lee Street Henderson, NV 89012	(407) 864-2214	Marc Deppe & Derek Anovick
Deltona	FL	1	228 Glen Lee Street Henderson, NV 89012	(407) 864-2214	Marc Deppe & Derek Anovick
Melbourne	FL	1	228 Glen Lee Street Henderson, NV 89012	(407) 864-2214	Marc Deppe & Derek Anovick
Sanford	FL	1	228 Glen Lee Street Henderson, NV 89012	(407) 864-2214	Marc Deppe & Derek Anovick
Titusville	FL	1	228 Glen Lee Street Henderson, NV 89012	(407) 864-2214	Marc Deppe & Derek Anovick
Union Park	FL	1	228 Glen Lee Street Henderson, NV 89012	(407) 864-2214	Marc Deppe & Derek Anovick
St. Pete Bradenton	FL	2	23716 228th Place SE, Suite 284, Maple Valley, WA 98038	(727) 278-6556	Jordan Offutt

## **EXHIBIT F**

### **LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM**

#### **Terminations During 2024:**

<b>Former Franchise Name</b>	<b>State</b>	<b># of Territories</b>	<b>Telephone Number</b>	<b>Former Franchise Owner(s)</b>
Southwest Bay Area	CA	4	(415) 867-6488	Jeff Phillips
San Diego	CA	5	(205) 936-1852	Chuck Adams (Daughety, Kizzire, Kelley, Adams)
Front Range	CO	5	(435) 790-0504	Chris Martin, Rocky Samuels, and John Silcox
Muskegon	MI	1	(231) 366-9994	John Backus
Detroit Metro West	MI	2	(313) 530-1600	Brian Ashley
Secaucus Jersey City	NJ	2	(732) 939-9305	Todd Wilson
Rhode Island	RI	4	(619) 929-4140	Kenneth Rose
Laredo	TX	1	(956) 237-9268	Carlos Ramirez

#### **Franchisees that Transferred their Franchised Businesses During 2024:**

<b>Former Franchise Name</b>	<b>State</b>	<b># of Territories</b>	<b>Business Address</b>	<b>Telephone Number</b>	<b>Former Franchise Owner(s)</b>
Montgomery and Auburn	AL	2	28 Fieldcrest Dr., Ridgefield, CT 06877	(914) 260-2345	Charles Adams & Kirk Anderson
Springdale	AR	2	3 Meadowbrook Circle, Shrewsbury, MA	(617) 590-6083	Sunil Lavani
Southwest California	CA	3	11956 Bernardo Plaza Drive #542 San Diego, CA 92128	(214) 205-6896	Danielle Wolter
Gainesville	GA	2	31 Bridgewater Court, Dawsonville, GA 30534	(678) 469-0909	David Gutzman
Baltimore	MD	6	28 Fieldcrest Dr., Ridgefield, CT 06877	(914) 260-2345	Kevin Wood and Sara Wood
Annapolis	MD	3	6823 Jennifer Lynn Drive, Cincinnati, OH 45248	(513) 578-5667	Jill and Jason Embrey
Detroit Northwest	MI	2	2260 NE 123rd St., North Miami, FL 33181	(540) 538-7466	Montgomery Morgan
Holland	MI	1	1933 Fall Haven Ln., Knoxville, TN 37932	(865) 607-6264	John Backus
St. Paul	MN	5	1344 Bennaville Ave, Birmingham, MI 48009	(215) 694-6553	Greg Erickson and Jamie McNaughton

<b>Former Franchise Name</b>	<b>State</b>	<b># of Territories</b>	<b>Business Address</b>	<b>Telephone Number</b>	<b>Former Franchise Owner(s)</b>
Houston	TX	12	1428 Via Christina, Vista, CA 92084	(760) 518-3148	Tim and Sidney Rutowski
El Paso	TX	3	4310 Illinois Rd Unit #7105 Fort Wayne, IN 46804	(317) 502-1091	Enrique Vazquez
Salt Lake City	UT	3	5682 Timberline Trail, Hudson, OH 44236	(773) 895-1922	Greg Post
Provo Sandy	UT	3	3398 N. State Route 53, Tiffin, OH 44883	(419) 552-8473	Dariusz Zelek
Tacoma	WA	4	104 Grove Valley Way, Greenville, SC 29605	(864) 314-6364	Jordan Offutt
St. Paul	WI	1	104 Grove Valley Way, Greenville, SC 29605	(864) 314-6364	Greg Erickson and Jamie McNaughton

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

**EXHIBIT G**

**FINANCIAL STATEMENTS**



**SMASH FRANCHISE PARTNERS, LLC**  
**(A Limited Liability Company)**  
**FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2024, 2023 AND 2022**

**SMASH FRANCHISE PARTNERS, LLC**  
**(A Limited Liability Company)**  
**FOR THE YEARS ENDED DECEMBER 31, 2024, 2023 AND 2022**

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## **INDEPENDENT AUDITOR'S REPORT**

To the Member  
Smash Franchise Partners, LLC

### **Opinion**

We have audited the accompanying financial statements of Smash Franchise Partners, LLC (a limited liability company) which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of operations and changes in member's deficit and cash flows for each of the years in the three-year period ended December 31, 2024, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Smash Franchise Partners, LLC as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2024 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 Smash Franchise Partners, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the Financial Statements**

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

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

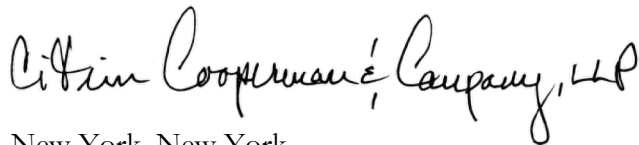
## Auditor's Responsibilities for the Audit of the Financial Statements

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 Smash Franchise Partners, 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 Smash Franchise Partners, 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.



New York, New York  
April 14, 2025

**SMASH FRANCHISE PARTNERS, LLC**  
**(A Limited Liability Company)**  
**BALANCE SHEETS**  
**DECEMBER 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
<b><u>ASSETS</u></b>		
Current assets:		
Cash	\$ 915,992	\$ 298,147
Accounts receivable, net of allowances of \$40,326 and \$52,326, respectively	2,299,995	2,170,189
Prepaid expense and other current assets	120,930	94,119
Prepaid commissions, current	<u>972,371</u>	<u>1,087,830</u>
Total current assets	<u>4,309,288</u>	<u>3,650,285</u>
Property and equipment, net	<u>90,286</u>	<u>137,120</u>
Operating lease right-of-use assets	<u>1,089,793</u>	<u>242,551</u>
Other assets:		
Prepaid commissions - net of current portion	4,793,748	6,432,778
Security deposit	<u>16,521</u>	<u>16,521</u>
Total other assets	<u>4,810,269</u>	<u>6,449,299</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 10,299,636</u></b>	<b><u>\$ 10,479,255</u></b>

**LIABILITIES AND MEMBER'S DEFICIT**

Current liabilities:		
Accounts payable	\$ 547,791	\$ 815,206
Accrued expenses and other current liabilities	1,986,781	1,603,444
Deferred franchise fees, current	1,338,781	1,495,206
Current portion of operating lease liabilities	229,083	204,591
Brand development fund payable	1,628,388	918,387
Notes payable, current	<u>1,052,789</u>	<u>1,292,301</u>
Total current liabilities	<u>6,783,613</u>	<u>6,329,135</u>
Operating lease liabilities, net of current portion		
Deferred franchise fees, net of current portion	6,651,330	8,651,915
Note payable, net of current portion	3,474,768	4,373,522
Operating lease liabilities, net of current portion	<u>877,403</u>	<u>70,039</u>
Total long-term liabilities	<u>11,003,501</u>	<u>13,095,476</u>
Total liabilities	17,787,114	19,424,611
Commitments and contingencies (Notes 8, 9 and 10)		
Member's deficit	<u>(7,487,478)</u>	<u>(8,945,356)</u>
<b>TOTAL LIABILITIES AND MEMBER'S DEFICIT</b>	<b><u>\$ 10,299,636</u></b>	<b><u>\$ 10,479,255</u></b>

See accompanying notes to financial statements.

**SMASH FRANCHISE PARTNERS, LLC**  
**(A Limited Liability Company)**  
**STATEMENTS OF OPERATIONS AND CHANGES IN MEMBER'S DEFICIT**  
**FOR THE YEARS ENDED DECEMBER 31, 2024, 2023 AND 2022**

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Revenues:			
Franchise fee revenue	\$ 2,507,729	\$ 3,944,322	\$ 4,849,121
Technology fee revenue	1,701,192	1,612,077	1,520,185
Royalty revenue	9,274,737	8,383,834	6,352,458
Brand fund revenue	957,326	811,019	557,596
Transfer fees	170,000	120,000	150,000
National accounts revenue	<u>391,405</u>	<u>460,663</u>	<u>279,604</u>
Total revenues	15,002,389	15,331,915	13,708,964
Selling, general and administrative expenses	<u>11,577,746</u>	<u>14,016,319</u>	<u>14,119,948</u>
Income (loss) from operations	<u>3,424,643</u>	<u>1,315,596</u>	<u>(410,984)</u>
Other income (expense):			
Interest expense	(372,135)	(419,351)	(308,113)
Forgiveness of Paycheck Protection Program loan - interest	-	-	2,830
Other income	<u>22,491</u>	<u>-</u>	<u>16,650</u>
Other expense, net	<u>(349,644)</u>	<u>(419,351)</u>	<u>(288,633)</u>
Net income (loss)	3,074,999	896,245	(699,617)
Member's deficit - beginning	(8,945,356)	(2,673,634)	(1,866,722)
Member distributions	<u>(1,617,121)</u>	<u>(7,167,967)</u>	<u>(107,295)</u>
<b>MEMBER'S DEFICIT - ENDING</b>	<b>\$ <u>(7,487,478)</u></b>	<b>\$ <u>(8,945,356)</u></b>	<b>\$ <u>(2,673,634)</u></b>

See accompanying notes to financial statements.

**SMASH FRANCHISE PARTNERS, LLC**  
**(A Limited Liability Company)**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2024, 2023 AND 2022**

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Cash flows from operating activities:			
Net income (loss)	\$ 3,074,999	\$ 896,245	\$ (699,617)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:			
Depreciation	50,239	53,066	54,534
Non-cash lease expense	190,877	183,230	184,231
Changes in assets and liabilities:			
Accounts receivable	(129,806)	(23,616)	(1,099,209)
Prepaid expense and other current assets	(26,811)	(10,822)	(29,417)
Prepaid commissions	1,754,489	3,489,999	2,484,333
Security deposit	-	16,521	-
Accounts payable	(267,420)	144,790	(1,292,028)
Accrued expenses and other current liabilities	383,339	226,933	628,786
Deferred franchise fees	(2,157,010)	(4,561,920)	(2,850,839)
Due from related parties, net	-	248,548	1,168,373
Brand fund payable	710,001	608,610	137,241
Operating lease liabilities	<u>(206,258)</u>	<u>(202,215)</u>	<u>(133,167)</u>
Net cash provided by (used in) operating activities	<u>3,376,639</u>	<u>1,069,369</u>	<u>(1,446,779)</u>
Cash used in investing activities:			
Purchases of property and equipment	<u>(3,405)</u>	<u>-</u>	<u>(12,309)</u>
Cash flows from financing activities:			
Member distributions	(1,617,121)	-	(107,295)
Note payable	200,000	556,224	2,279,437
Repayments of principal on notes payable	<u>(1,338,268)</u>	<u>(1,579,187)</u>	<u>(693,346)</u>
Net cash provided by (used in) financing activities	<u>(2,755,389)</u>	<u>(1,022,963)</u>	<u>1,478,796</u>
Net increase in cash	617,845	46,406	19,708
Cash - beginning	<u>298,147</u>	<u>251,741</u>	<u>232,033</u>
<b>CASH - ENDING</b>	<u><u>\$ 915,992</u></u>	<u><u>\$ 298,147</u></u>	<u><u>\$ 251,741</u></u>
Supplemental disclosures of cash flow information:			
Interest paid	<u><u>\$ 372,135</u></u>	<u><u>\$ 419,351</u></u>	<u><u>\$ 308,113</u></u>
Supplemental disclosure for non-cash investing and financing activities:			
Acquisition of equipment under notes payable	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 210,121</u></u>
Distribution of advances from related parties classified as distributions	<u><u>\$ -</u></u>	<u><u>\$ 7,167,967</u></u>	<u><u>\$ -</u></u>
Supplemental schedule for non-cash investing activities:			
Operating lease liabilities and right-of-use assets recognized in connection with implementation of ASC 842 on January 1, 2022	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 599,664</u></u>
Operating lease liabilities and right-of-use assets recognized in connection with lease modification	<u><u>\$ 1,028,622</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

See accompanying notes to financial statements.

**SMASH FRANCHISE PARTNERS, LLC**  
**(A Limited Liability Company)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024 AND 2023**

**NOTE 1.      ORGANIZATION AND NATURE OF OPERATIONS**

Smash Franchise Partners, LLC (the "Company"), a wholly-owned subsidiary of SMT Holdings, LLC (the "Parent"), was formed on May 22, 2018 (inception) as an Indiana limited liability company. The Company is engaged in the sale of franchises throughout the United States in accordance with a license agreement dated January 1, 2019, between the Company and Smash My Trash, LLC (the "Licensor"), an entity related to the Company by common ownership. On September 13, 2022, the trademark and associated license agreement was assigned to Genesis Innovations, LLC (the "New Licensor"), an entity related to the Company by common ownership. Pursuant to the Company's standard franchise agreement, franchisees will operate businesses known as "Smash My Trash," a waste compaction service.

The Company is a limited liability company, and, therefore, the member is not liable for the debts, obligations or other liabilities of the Company, whether arising in contract, tort or otherwise, unless the Parent has signed a specific guarantee.

**NOTE 2.      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basis of accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Company's financial statements, and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Revenue and cost recognition

The Company derives its revenues from franchise fee revenue, royalty revenue, equipment revenue, technology fee revenue, brand fund revenue, transfer fees, and national accounts revenue.

*Franchise fees and royalties*

Contract consideration from franchisees primarily consists of initial or renewal franchise fees, sales-based royalties, sales-based brand fund fees and transfer fees payable by a franchisee for the transfer of its franchise unit to another franchisee. The Company also offers the opportunity to purchase multiple territories as addendums to the underlying franchise agreement for an additional fee. The initial franchise fees and additional territory fees are nonrefundable and collected when the underlying franchise agreement and related addendum are signed by the franchisee. Sales-based royalties and sales-brand fund fees are payable monthly. Renewal and transfer fees are payable when an existing franchisee renews the franchise agreement for an additional term or when a transfer to a third party occurs, respectively.



**SMASH FRANCHISE PARTNERS, LLC**  
**(A Limited Liability Company)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024 AND 2023**

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Revenue and cost recognition (continued)

*Franchise fees and royalties (continued)*

The Company's primary performance obligations under the franchise agreement include the granting of certain rights to access the Company's intellectual property in addition to a variety of activities relating to the opening of a franchise unit. Those costs would include training and other such activities commonly referred to collectively as "pre-opening activities." Pre-opening activities consistent with those under Accounting Standards Update ("ASU") No. 2021-02 ("ASU 2021-02") are recognized as a single performance obligation. For all other pre-opening activities, if any, the Company will determine if a certain portion of those pre-opening activities provided is not brand specific and provides the franchisee with relevant general business information that is separate from the operation of a company-branded franchise unit. The portion of pre-opening activities, if any, that is not brand specific will be deemed to be distinct as it provides a benefit to the franchisee and is not highly interrelated to the use of the Company's intellectual property and therefore accounted for as a separate performance obligation. All other pre-opening activities will be determined to be highly interrelated to the use of the Company's intellectual property and therefore accounted for as a component of a single performance obligation which is satisfied along with granting of certain rights to use the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company first allocates the initial franchise fees, additional territory fees, and the fixed consideration under the franchise agreement to the stand-alone selling price of the pre-opening activities and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, other than those included under ASU 2021-02, which are not brand specific, are recognized when those performance obligations are satisfied. Consideration allocated to pre-opening activities included under ASU 2021-02 is recognized when those performance obligations are satisfied.

Initial and renewal franchise fees allocated to the right to access the Company's intellectual property are recognized as revenue on a straight-line basis over the term of the respective franchise agreement.

Royalties are earned as a percentage of franchisee gross sales ("sales-based royalties") over the term of the franchise agreement, as defined in each respective franchise agreement. Franchise royalties which represent sales-based royalties that are related entirely to the use of the Company's intellectual property are recognized as franchisee sales occur and the royalty is deemed collectible.

**SMASH FRANCHISE PARTNERS, LLC**  
**(A Limited Liability Company)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024 AND 2023**

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Revenue and cost recognition (continued)

*Brand fund*

The Company maintains a brand fund established to collect and administer funds contributed for use in advertising and promotional programs for franchise units. Brand fund fees are collected from franchisees based on a percentage of franchisee gross sales. The Company also has reserved the right to designate any geographical area in which franchisees are operating for purposes of establishing a regional advertising cooperative ("Cooperative"). If the Cooperative is established, franchisees will contribute at least 1% of their gross sales as further defined in the franchise agreement to the Cooperative. As of December 31, 2024, the Company has not yet established a Cooperative. The Company has determined that it acts as a principal in the collection and administration of the brand fund and therefore recognizes the revenues and expenses related to the brand fund on a gross basis. The Company has determined that the right to access its intellectual property and administration of the brand fund are highly interrelated and therefore are accounted for as a single performance obligation. As a result, revenues from the brand fund represent sales-based royalties related to the right to access the Company's intellectual property, which are recognized as franchisee sales occur.

When brand fund fees exceed the related brand fund expenses in a reporting period, advertising costs are accrued up to the amount of brand fund revenues recognized.

*Technology fees*

Technology fee revenue is payable monthly and recognized as franchisees access the required systems and software is utilized.

*National accounts revenue*

Customers that are serviced by various franchisees can elect to be billed centrally by the Company, under the Company's national account plan. The Company charges the franchisee 10% of customer gross sales in the first 12 months of services. Revenues are recognized as franchisee sales occur and the amount is deemed collectible.

Incremental costs of obtaining a contract

The Company capitalizes direct and incremental costs, principally consisting of commissions, associated with the sale of franchises and amortizes them over the term of the franchise agreement.

Accounts receivable

Accounts receivable will be stated at the amount the Company expects to collect. The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of some of its franchisees to make required payments. The Company assesses collectibility by reviewing accounts and franchise fee receivable and its contract assets on a collective basis where similar risk characteristics exist. In determining the amount of the allowance for doubtful accounts, management considers historical collectibility and makes judgments about the creditworthiness of the pool of customers based on credit evaluations. Current market conditions and reasonable and supportable forecasts of future economic conditions adjust the historical losses to determine the appropriate allowance for doubtful accounts. Uncollectible accounts are written off when all collection efforts have been exhausted. The allowance for doubtful accounts as of December 31, 2024 and 2023 was \$40,326 and \$52,326, respectively.

**SMASH FRANCHISE PARTNERS, LLC**  
**(A Limited Liability Company)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024 AND 2023**

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Property and equipment

Property and equipment are carried at cost, less accumulated depreciation and amortization. Expenditures for maintenance and repairs are expensed as incurred, while renewals and betterments that materially extend the life of an asset are capitalized. The costs of assets sold, retired, or otherwise disposed of, and the related accumulated depreciation and amortization are eliminated from the accounts, and any resulting gain or loss is recognized.

Depreciation is provided for using the straight-line method over the estimated useful lives of the assets, which are as follows:

Office equipment	7 years
Computer equipment	5 years

Impairment of long-lived assets

The Company assesses the recoverability of long-lived assets held and used whenever events or changes in circumstances indicate that future cash flows (undiscounted and without interest charges) expected to be generated by an asset's disposition or use may not be sufficient to support its carrying amount. If such undiscounted cash flows are not sufficient to support the recorded value of assets, an impairment loss is recognized to reduce the carrying value of long-lived assets to their estimated fair values. There were no indicators of impairment, and accordingly, no impairment charges were required for the years ended December 31, 2024 and 2023.

Leases

The Company has an operating lease agreement for office space expiring in April 2030. The Company determines if an arrangement is a lease at the inception of the contract. At the lease commencement date, each lease is evaluated to determine whether it will be classified as an operating or finance lease.

The Company uses the risk-free discount rate when the rate implicit in the lease is not readily determinable at the commencement date in determining the present value of lease payments.

Income taxes

The Company is treated as a single-member limited liability company and therefore a disregarded entity for income tax purposes. The Company's assets and liabilities are combined with and included in the income tax return of the Parent. Accordingly, the accompanying financial statements do not include a provision or liability for federal or state income taxes.

The Company recognizes and measures its unrecognized tax benefits in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 740, *Income Taxes*. Under that guidance, management assesses the likelihood that tax positions will be sustained upon examination based on the facts, circumstances and information, including the technical merits of those positions, available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available or when an event occurs that requires a change.

The Parent will file income tax returns in the U.S. federal jurisdiction and in various state jurisdictions.

**SMASH FRANCHISE PARTNERS, LLC**  
**(A Limited Liability Company)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024 AND 2023**

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Advertising

Advertising costs are expensed as incurred and amounted to \$10,346, \$35,401 and \$43,402 for the years ended December 31, 2024, 2023 and 2022, respectively.

Reclassifications

Certain amounts in the prior year's financial statements have been reclassified to conform to the current year's presentation. These reclassification adjustments had no effect on the Company's previously reported net loss.

Variable interest entities

In accordance with the provisions of FASB ASU No. 2018-17, *Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities* ("ASU 2018-17"), FASB no longer requires nonpublic companies to apply variable interest entity guidance to certain common control arrangements, including leasing arrangements under common control. The Company has applied these provisions to the accompanying financial statements and has determined that the entities disclosed in Note 9 meet the conditions under ASU 2018-17, and accordingly, is not required to include the accounts of the related parties in the Company's financial statements.

Subsequent events

In accordance with FASB ASC 855, *Subsequent Events*, the Company has evaluated subsequent events through April 14, 2025, the date on which these financial statements were available to be issued. Except as disclosed in Note 7, there were no material subsequent events that required recognition or additional disclosure in these financial statements.

**NOTE 3. FRANCHISED OUTLETS**

The following data reflects the status of the Company's franchises as of December 31:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Franchises sold*	25	8	51
Franchised outlets in operation*	504	496	530
Affiliate-owned outlets in operation	16	23	23

\* Represents total territories sold and in operation. A franchise agreement typically covers multiple territories.

**NOTE 4. CONCENTRATIONS OF CREDIT RISK**

Cash

The Company places its cash, which may, at times, be in excess of Federal Deposit Insurance Corporation limits, with a major financial institution. Management believes that this policy will limit the Company's exposure to credit risk.

**SMASH FRANCHISE PARTNERS, LLC**  
**(A Limited Liability Company)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024 AND 2023**

**NOTE 5. REVENUES AND RELATED CONTRACT BALANCES**

Disaggregated revenues

The Company derives its revenues from franchisees located throughout the United States. The economic risks of the Company's revenues are dependent on the strength of the economy in the United States, and the Company's ability to collect on its contracts. The Company disaggregates revenue from contracts with customers by timing of revenue recognition by type of revenue, as it believes this best depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

Revenues by timing of recognition were as follows:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
<i>Point in time:</i>			
Royalty revenue	\$ 9,274,737	\$ 8,383,834	\$ 6,352,458
Technology fee revenue	1,701,192	1,612,077	1,520,185
Franchise fee revenue	18,000	15,312	275,616
Brand fund revenue	957,326	811,019	557,596
Transfer fees	170,000	120,000	150,000
National accounts revenue	<u>391,405</u>	<u>460,663</u>	<u>279,604</u>
Total point in time	12,512,660	11,402,905	9,135,459
<i>Over time:</i>			
Franchise fee revenue	<u>2,489,729</u>	<u>3,929,010</u>	<u>4,573,505</u>
Total revenues	<u>\$ 15,002,389</u>	<u>\$ 15,331,915</u>	<u>\$ 13,708,964</u>

Contract balances

Accounts receivable as of December 31, 2024, 2023 and 2022, are \$2,299,995, \$2,170,189, and \$2,146,157, respectively.

Contract liabilities are comprised of unamortized initial franchise fees received from franchisees, which are presented as "Deferred franchise fees" in the accompanying balance sheets. A summary of significant changes in deferred revenues during the years ended December 31, 2024 and 2023, is as follows:

	<u>2024</u>	<u>2023</u>
Deferred franchise revenues - beginning of year	\$ 10,147,121	\$ 14,709,041
Revenue recognized during the year	(2,507,729)	(4,303,065)
Write-offs and refunds of uncollectible franchise fees	(300,425)	(491,545)
Additions for initial franchise fees received	<u>651,144</u>	<u>232,690</u>
Deferred franchise revenues - end of year	<u>\$ 7,990,111</u>	<u>\$ 10,147,121</u>

**SMASH FRANCHISE PARTNERS, LLC**  
**(A Limited Liability Company)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024 AND 2023**

**NOTE 5. REVENUES AND RELATED CONTRACT BALANCES (CONTINUED)**

Contract balances (continued)

At December 31, 2024, deferred franchise revenues are expected to be recognized as revenue over the remaining term of the associated franchise agreements as follows:

<u>Year ending December 31:</u>	<u>Amount</u>
2025	\$ 1,338,781
2026	1,272,781
2027	1,272,781
2028	1,272,781
2029	1,240,102
Thereafter	<u>1,592,885</u>
Total	<u>\$ 7,990,111</u>

Deferred franchise revenues consisted of the following at December 31, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Franchise units not yet opened	\$ 274,500	\$ 75,000
Opened franchise units	<u>7,715,611</u>	<u>10,072,121</u>
Total	<u>\$ 7,990,111</u>	<u>\$ 10,147,121</u>

Broker commissions

Direct and incremental costs, principally consisting of commissions, are included in "Prepaid commissions" in the accompanying balance sheets. At December 31, 2024, direct and incremental costs over the remaining term of the associated franchise agreements are as follows:

<u>Year ending December 31:</u>	<u>Amount</u>
2025	\$ 972,371
2026	924,371
2027	924,371
2028	924,371
2029	908,967
Thereafter	<u>1,111,668</u>
Total	<u>\$ 5,766,119</u>

**NOTE 6. PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following at December 31, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Computers	\$ 257,849	\$ 254,444
Less: accumulated depreciation	<u>167,563</u>	<u>117,324</u>
Property and equipment, net	<u>\$ 90,286</u>	<u>\$ 137,120</u>

Depreciation expense amounted to \$50,239 and \$53,066 for the years ended December 31, 2024 and 2023, respectively.

**SMASH FRANCHISE PARTNERS, LLC**  
**(A Limited Liability Company)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024 AND 2023**

**NOTE 7.     NOTES PAYABLE**

Notes payable

On August 23, 2021, the Company and Rearden Taggart, LLC ("Affiliate") (an affiliated entity under common control) jointly and severally entered in a loan agreement with a lender that provides borrowings up to \$5,000,000 (the "Note") and bears interest at 4.25%. The loan is held on the books of the Company. Monthly consecutive interest-only payments commenced on September 15, 2021, with interest calculated on the unpaid principal balance of the Note. The note was to be converted to a term loan on September 15, 2022. On August 14, 2022, the Note was amended to revise the date on which the Note would convert to a term loan to be January 15, 2023. On January 15, 2023, outstanding borrowings on the Note converted to a term loan to be repaid in 58 monthly payments of principal and interest as defined. The Note is guaranteed by the Parent, a member of the Parent, and Affiliate, and expires on December 15, 2027. The outstanding balance under the Note as of December 31, 2024 and 2023, amounted to \$3,176,513 and \$4,091,983, respectively. Interest on the Note amounted to \$261,079 and \$347,522 for the years ended December 31, 2024 and 2023, respectively.

On September 30, 2021, the Company entered into a finance agreement with a lender which was funded on January 4, 2022 (the "Agreement"). Sixty monthly payments of principal and interest, as defined, commenced February 1, 2022. The outstanding balance under the Agreement as of December 31, 2024 and 2023 amounted to \$97,185 and \$137,030, respectively. Interest expense on the Agreement amounted to \$6,759 and \$9,055 for the years ended December 31, 2024 and 2023, respectively.

On June 23, 2022, the Company, the Parent, and Affiliate jointly and severally entered in a loan agreement with a lender that provides borrowings up to \$1,500,000 (the "2022 Note") and bears interest at 5.75%. The loan is held on the books of the Company. Monthly consecutive interest-only payments commenced on July 23, 2022, with interest calculated on the unpaid principal balance of the 2022 Note. On December 23, 2022, outstanding borrowings on the 2022 Note converted to a term loan with the outstanding principal plus all accrued unpaid interest due on June 23, 2023. On November 23, 2023, the 2022 Note was extended retroactive from June 23, 2023 with a maturity date of February 23, 2024 and various subsequent extensions to further extend the maturity date to February 23, 2026. The 2022 Note is guaranteed by the Parent, a member of the Parent, and Affiliate. The outstanding balance under the 2022 Note as of December 31, 2024 and 2023, amounted to \$1,253,859 and \$1,053,859. Interest expense on the 2022 Note amounted to \$104,297 and \$62,774 for the years ended December 31, 2024 and 2023, respectively.

The Note and 2022 Note subject the Company to certain financial and non-financial covenants including, but not limited to, minimum income and cash flow requirements and tangible net worth requirements. As of December 31, 2024, the Company did not meet the required financial covenants of both minimum income and cash flow requirements and tangible net worth requirements. The Company has received a compliance letter from the lender on March 26, 2025 waiving these covenants and has noted there have been no events of default as of December 31, 2024 and through the date the financial statements were available to be issued.

**SMASH FRANCHISE PARTNERS, LLC**  
**(A Limited Liability Company)**  
**NOTES TO FINANCIAL STATEMENTS**  
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**NOTE 7. NOTES PAYABLE (CONTINUED)**

Contribution agreement

On May 31, 2022, the Company entered into a contribution agreement with a third party in relation to the legal settlement as discussed in Note 8 for \$1,781,802 (the "Contribution Agreement"). Repayment terms on the outstanding balance include an initial contribution of \$250,000 payable on June 1, 2022, and the remaining balance payable in 24 equal monthly installments of \$63,825 starting on July 1, 2022, with the balance due in full no later than June 1, 2024. If any amount is not paid when due, amounts overdue shall bear interest rate at 10% per annum, compounded quarterly. The outstanding balance under the Contribution Agreement as of December 31, 2023 amounted to \$382,951. The outstanding balance was paid in full during the year ended December 31, 2024. No interest has been incurred on the Contribution Agreement for the years ended December 31, 2024 and 2023.

As of December 31, 2024, maturities on the long-term debt are as follows:

<u>Year ending December 31:</u>	<u>Amount</u>
2025	\$ 1,052,789
2026	2,309,222
2027	<u>1,165,546</u>
Total	<u>\$ 4,527,557</u>

**NOTE 8. COMMITMENTS AND CONTINGENCIES**

Lease agreement

The Company leased an office space that was operated under a noncancelable operating in September 2021, which commenced on January 1, 2022 and expires on April 30, 2025. On November 14, 2024, the Company amended the lease to extend the original term through April 30, 2030. Rental expense was \$190,873, \$183,231 and \$174,502 for the years ended December 31, 2024, 2023, and 2022, respectively.

Maturities of lease liabilities at December 31, 2024, are as follows:

<u>Year ending December 31:</u>	<u>Amount</u>
2025	\$ 229,083
2026	229,083
2027	229,083
2028	229,083
2029	229,083
Thereafter	<u>93,053</u>
Net minimum lease payments	1,238,468
Less: interest	<u>131,982</u>
Present value of lease liabilities	1,106,486
Less: current portion	<u>229,083</u>
Lease liabilities, net of current portion	<u>\$ 877,403</u>



**SMASH FRANCHISE PARTNERS, LLC**  
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**NOTE 8. COMMITMENTS AND CONTINGENCIES (CONTINUED)**

Lease agreement (continued)

Supplemental cash flow information related to the lease for the year ended December 31, 2024 was as follows:

	<u>2024</u>	<u>2023</u>
Cash paid for amounts included in measuring operating lease liabilities:		
Operating cash flows from operating leases	\$ <u>206,258</u>	\$ <u>202,215</u>

Average operating lease terms and discount rates were as follows:

Weighted-average remaining lease term (in years)	<u>5.33</u>	<u>1.33</u>
Weighted-average discount rate (%)	<u>4.30</u>	<u>1.02</u>

Litigation

The Company is, from time to time, involved in ordinary and routine litigation. Management presently believes that the ultimate outcome of these proceedings, individually or in the aggregate, will not have a material adverse effect on the Company's financial position. Nevertheless, litigation is subject to inherent uncertainties, and unfavorable rulings could occur. An unfavorable ruling could include money damages and, in such event, could result in a material adverse impact on the Company's financial position.

On October 16, 2020, former franchisees (the "Plaintiffs") of Smash Franchise Partners, LLC, filed a federal lawsuit in the Eastern District of Washington alleging violations of the Washington Franchise Investment Protection Act and the Washington Consumer Protection Act, negligent misrepresentation, intentional misrepresentation, unjust enrichment and a violation of the Lanham Act, in which the Plaintiffs sought rescission of the franchise agreement and damages. The court compelled the matter to arbitration. On May 3, 2022, the arbitrator found in favor of the Plaintiffs whereby the Company and an unrelated third party were found to be jointly and severally liable. In connection with the arbitrator's ruling the Company accrued its share of the settlement in the amount of \$1,484,835 at December 31, 2021. The total liability was paid in full by the unrelated third party. Subsequently, the Company entered into a Contribution Agreement with the unrelated third party on May 31, 2022 to repay its agreed-upon share of the settlement, which amounted to \$1,781,802. The balance on the Contribution Agreement was paid in full during the year ended December 31, 2024.

**SMASH FRANCHISE PARTNERS, LLC**  
**(A Limited Liability Company)**  
**NOTES TO FINANCIAL STATEMENTS**  
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**NOTE 9.     LICENSE AGREEMENT**

On January 1, 2019, the Company entered into a 30-year non-exclusive, royalty-free license agreement with the Licensor for the use of the trademark "Smash My Trash" (the "license agreement"), which will automatically renew for an additional 30-year term after the initial 30-year term, unless the Company terminates the license agreement with a written notice. On September 13, 2022, the trademark and the associated license agreement was assigned to the New Licensor. Pursuant to the license agreement, the Company has acquired the right to sell and operate "Smash My Trash" franchises and collect franchise fees, royalties and other fees from franchisees.

**NOTE 10.   BRAND DEVELOPMENT FUND**

In accordance with the Company's standard franchise agreement, the Company charges its franchisees a brand fee of 1% of gross revenues at December 31, 2024. The brand fund is utilized for the benefit of the franchisees, with a portion designated to offset the Company's administrative costs for its fund administration. Pursuant to the standard franchise agreement, the Company is not required to segregate and restrict monies collected on behalf of the brand fund. Funds collected and not yet expended on the franchisee's behalf totaled \$1,628,388 and \$918,387 as of December 31, 2024 and 2023, respectively.

## **EXHIBIT H**

### **ADDITIONAL DISCLOSURES AND RIDERS REQUIRED BY STATE FRANCHISE LAWS**

**No Waiver or Disclaimer of Reliance in Certain States.** The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
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 FRANCHISE DISCLOSURE DOCUMENT.

2. Before the franchisor can ask you to materially modify your existing franchise agreement, Section 31125 of the California Corporations Code requires the franchisor to file a material modification application with the Department that includes a disclosure document showing the existing terms and the proposed new terms of your franchise agreement. Once the application is registered, the franchisor must provide you with that disclosure document with an explanation that the changes are voluntary.

3. Our website, [www.smashmytrash.com](http://www.smashmytrash.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](http://www.dfpi.ca.gov).

4. The following paragraph is added to the “Special Risks to Consider About This Franchise” page:

**Spousal Liability.** While your spouse need not sign a personal guarantee unless he or she is an owner of the legal entity that is the franchisee, the fact that California is a community-property state means that both your and your spouse’s marital and personal assets, including your house, could be lost if your franchise fails.

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

Neither we nor any person or franchise broker 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. Sections 78a et seq., suspending or expelling such persons from membership in that association or exchange.

6. The following is added to the end of Item 5:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a requirement for us to maintain a surety bond under California Corporations Code section 31113 and 10. C.C.R. section 310.113.5, which must remain in effect during our registration period. The surety bond is in the amount of \$49,500 with United States Fire Insurance Company and is available for you to recover your damages in the event we do not fulfill our obligations to you to open your franchised business. We will provide you with a copy of the surety bond upon request.

7. The following is added to the “Remarks” column of the line-item entitled “Interest” in Item 6:

The highest interest rate allowed under California law is 10% annually.

8. The following paragraphs are added at the end of Item 17:

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

The franchise agreement contains a covenant not to compete which extends beyond termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

The Franchise Agreement requires binding arbitration. The arbitration will occur within 10 miles of the Franchisor’s principal office (currently Carmel, Indiana) at the time that the arbitration demand is filed, before a single arbitrator with the costs being borne as provided in the Franchise Agreement. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of the State of Delaware with certain exceptions. This provision might not be enforceable under California law.

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

The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of your franchise. California Corporations Code section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The franchise agreement contains provisions shortening the statute of limitations to bring claims and requiring you to waive your right to punitive or exemplary damages against the franchisor, limiting your recovery to actual damages for any claims related to your franchise. Under California Corporations Code section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

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

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
STATE 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 REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE 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.**

1. Item 5 is revised to include the following at the end of the Item:

The initial franchise fee will be deferred until your first Smash My Trash Business is open for business.

2. Item 17 shall be supplemented by the addition of the following language at the end of the Item:

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.

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
STATE OF ILLINOIS**

The following is added to the end of Item 5:

Based upon our financial condition, the Illinois Attorney General's Office has imposed a bond requirement. Therefore, we have posted a surety bond in the amount of \$1,293,000 for the benefit of all Illinois residents purchasing a franchise from us. The surety bond is on file with the Illinois Attorney General's Office.

The following statements are added to the end of Item 17:

Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 or other federal law, 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.



**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
STATE OF MARYLAND**

1. The following is added to the end of Item 5:

Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, we have posted a surety bond in the amount of \$835,500. The surety bond is on file with the Maryland Securities Division.

2. The following language is added to the end of the “Summary” sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for Franchisor approval of transfer**:

Pursuant to COMAR 02.02.08.16L, 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.

3. The following language is added to the end of the “Summary” section of Item 17(h), entitled **“Cause” defined – non-curable defaults**:

The Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

4. The “Summary” section of Item 17(v), entitled **Choice of forum**, is deleted in its entirety and the following is substituted in its place:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The “Summary” section of Item 17(u) entitled **Dispute resolution by arbitration or mediation** is deleted in its entirety and the following is substituted in its place:

This Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

6. The following language is added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
STATE OF MINNESOTA**

1. Item 5 and Item 7 are amended as follows:

Based upon our financial condition, the Minnesota Commissioner of Commerce has required a financial assurance. Therefore, we have posted a surety bond in the amount of \$247,500. The bond is on file with the Minnesota Department of Commerce Securities Division.

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

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. The following paragraphs are added to the end of Item 17:

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

Minnesota Statutes, Section 80C.21 and Minn. Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. However, we and you will enforce these provisions in the Agreement to the extent the law allows.

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
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 RESOURCES 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 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 THAT 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, the following applies 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 that is 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 ten years 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 a 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; this proviso intends that the nonwaiver 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 a 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 the franchisee by Article 33 of the General Business Law of the State of New York.

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

7. Receipts - Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
STATE OF NORTH DAKOTA**

Based upon our financial condition, the North Dakota Securities Commissioner has required a financial assurance. Therefore, we have posted a surety bond in the amount of \$312,800. The surety bond is on file with the North Dakota Securities Department.

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.
2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.
3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.
6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.
7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.
8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
STATE OF RHODE ISLAND**

1. The “Summary” section of Item 17(v), entitled **Choice of forum**, is deleted in its entirety and the following is substituted in its place:

Litigation is in the state and city of our then current principal business address (currently Carmel, Indiana), except that, subject to your arbitration obligation, and to the extent required by the Rhode Island Franchise Investment Act, you may bring an action in Rhode Island.

2. The “Summary” section in Item 17(w), entitled **Choice of law**, is deleted in its entirety and the following is substituted in its place:

Delaware law generally applies, except for Federal Arbitration Act, other federal law, and claims arising under the Rhode Island Franchise Investment Act.

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
STATE OF VIRGINIA**

1. The following is added to the end of Item 5:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until we have completed our pre-opening obligations under the franchise agreement.

2. 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 do 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 involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

3. Item 17(t) is amended to read as follows:

Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
FRANCHISE AGREEMENT**



**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN CALIFORNIA**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Smash Franchise Partners, LLC, an Indiana limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1.     **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in California and the Smash My Trash Business will be located or operated in California and/or (b) you are a resident of California.

2.     For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

3.     The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

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

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**SMASH FRANCHISE PARTNERS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN HAWAII**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Smash Franchise Partners, LLC, an Indiana limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1.     **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Hawaii and/or (b) you are a resident of Hawaii and your Smash My Trash Business will operate in Hawaii.

2.     Section 5.A of the Franchise Agreement is amended as follows:

The Initial Franchise Fee will be deferred until Franchisee’s Smash My Trash Business is open for business.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**SMASH FRANCHISE PARTNERS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN ILLINOIS**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Smash Franchise Partners, LLC, an Indiana limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the Smash My Trash Business will be located or operated in Illinois and/or (b) you are a resident of Illinois.

2. **Governing Law.** Section 18.G of the Franchise Agreement is deleted in its entirety and the following is substituted in its place:

Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 or other federal law, Illinois law governs the Franchise Agreement.

3. **Jurisdiction.** Section 18.H of the Franchise Agreement is deleted in its entirety and the following is substituted in its place:

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

4. **Renewal and Termination.** The following language is added at the beginning of Sections 14 and 15.B of the Franchise Agreement:

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

5. **Waiver of Jury Trial.** The following language is added to the end of Section 18.I of the Franchise Agreement:

However, this waiver shall not apply to the extent prohibited by Section 705/41 of the Illinois Franchise Disclosure Act of 1987 or Illinois Regulations at Section 260.609.

6. **Illinois Franchise Disclosure Act:** The following language is added as a new Section 18.N of the Franchise Agreement:

18.N. **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 any provision of the Act or any other law of Illinois is void. However, that Section shall not prevent any person from entering into a settlement agreement or

executing a general release regarding a potential or actual lawsuit filed under any provision of the Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

7. **Surety Bond**. Based upon our financial condition, the Illinois Attorney General's Office has imposed a bond requirement. Therefore, we have secured a surety bond in the amount of \$1,293,000 from United States Fire Insurance Company. A copy of the bond is on file with the Illinois Attorney General's Office.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**SMASH FRANCHISE PARTNERS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN MARYLAND**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between, a Smash Franchise Partners, LLC, an Indiana limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Maryland, and/or (b) the Smash My Trash Business will be located or operated in Maryland.

2. **Assignment and Renewal.** The following language is added at the end of Section 13.C(3), 13.E and Section 14.B(3) of the Franchise Agreement:

Pursuant to COMAR 02.02.08.16L, 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.

3. **Termination.** The following language is added to the end of Section 15.B(18):

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

4. **Jurisdiction.** The following language is added to the end of Section 18.H, entitled “Consent to Jurisdiction,” of the Franchise Agreement:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **Acknowledgements.** The following language is added to the Franchise Agreement as a new Section 21 entitled “Acknowledgements”:

**21. Acknowledgments.** All representations requiring you 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.

6. **Arbitration.** This Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

7. **Limitations of Claims.** The following language is added to the end of Section 18.K entitled “Limitations of Claims:”

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

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**SMASH FRANCHISE PARTNERS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN MINNESOTA**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Smash Franchise Partners, LLC, an Indiana limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Smash My Trash Business you will operate under the Franchise Agreement was made in the State of Minnesota, and/or (b) the Smash My Trash Business will be located or operated in Minnesota.

2. **Assignment and Renewal.** The following language is added to the end of Section 13C(3), 13.E, and Section 14.B(3) of the Franchise Agreement:

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

3. **Renewal and Termination.** The following language is added to the end of Sections 14 and 15.B of the Franchise Agreement:

Minnesota law provides you with certain termination and non-renewal rights. Minn. Stat. Section 80C.14, subds, 3, 4 and 5 require, except in certain specified cases, that you be given ninety (90) days’ notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days’ notice for non-renewal of this Agreement.

4. **Governing Law.** The following language is added to the end of Section 18.G of the Franchise Agreement:

Pursuant to Minn. Stat. § 80C.21 and Minn. Rule part 2860.4400(J), this section shall not in any way abrogate or reduce your rights as provided for in Minnesota Statutes 1984, chapter 80c, including the right to submit matters to the jurisdiction of the courts of Minnesota.

5. **Jurisdiction.** The following language is added to the end of Section 18.H of the Franchise Agreement:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota or requiring waiver of a jury trial.

6. **Limitation of Claims.** The following sentence is added to the end of Section 18.K of the Franchise Agreement:

Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues.



7. **Waiver of Punitive Damages/Waiver of Jury Trial.** The following language is added to the beginning of Section 18.I of the Franchise Agreement:

Except as otherwise required by the Minnesota Franchises Law,

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**SMASH FRANCHISE PARTNERS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN NEW YORK**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Smash Franchise Partners, LLC, an Indiana limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Smash My Trash Business you will operate under the Franchise Agreement was made in the State of New York, and/or (b) you are a resident of New York and will operate the Smash My Trash Business in New York.

2. **Assignment and Renewal.** The following language is added to the end of Section 13.C(3), 13.E and Section 14.B(3) of the Franchise Agreement:

; provided, however, that all rights enjoyed by you 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 GBL Sections 687.4 and 687.5 be satisfied.

3. **Termination.** The following language is added to the end of Section 15.A of the Franchise Agreement:

You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

4. **Assignment by Franchisor.** The following language is added to the end of Section 13.A of the Franchise Agreement:

However, to the extent required by applicable law, no transfer will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

5. **Governing Law.** The following language is added to the end of Section 18.G of the Franchise Agreement:

**; HOWEVER, THE GOVERNING CHOICE OF LAW SHALL NOT BE CONSIDERED A WAIVER OF ANY RIGHT CONFERRED UPON YOU BY THE PROVISIONS OF ARTICLE 33 OF THE NEW YORK STATE GENERAL BUSINESS LAW.**

6. **Jurisdiction.** The following language is added to the end of Section 18.H of the Franchise Agreement:

However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

7. **Application of Rider.** There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed to be made in New York if you are domiciled in and the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**SMASH FRANCHISE PARTNERS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN NORTH DAKOTA**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Smash Franchise Partners, LLC, an Indiana limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1. **Background.** Franchisor and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ that has been signed at the same time as this Rider (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of North Dakota and the Smash My Trash Business that Franchisee will operate under the Franchise Agreement will be located or operated in North Dakota, and/or (b) any of the franchise offer or sales activity occurred in North Dakota.

2. **Releases.** The following is added to the end of Sections 13.C(3), 13.E and Section 14.B(3) of the Franchise Agreement:

(Any release executed will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.)

3. **Covenant Not to Compete.** Section 12 and Section 16.D of the Franchise Agreement is amended by adding the following:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, you acknowledge and agree that we intend to seek enforcement of these provisions to the extent allowed under the law.

4. **Governing Law.** The following language is added to the end of Section 18.G of the Franchise Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, North Dakota law will apply to this Agreement.

4. **Arbitration.** The second sentence of Section 18.F of the Franchise Agreement is amended to read as follows:

All proceedings during the arbitration that require the parties’ physical presence will be conducted at a suitable location the arbitrator chooses that is within ten (10) miles of where Franchisor has its principal business address when the arbitration demand is filed, provided, however, that to the extent required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration proceedings will be held at a site to which Franchisor and Franchisee agree.

6. **Consent to Jurisdiction.** The following language is added to the end of Section 18.H of the Franchise Agreement:

However, to the extent required by applicable law, but subject to Franchisee’s arbitration obligations, Franchisee may bring an action in North Dakota.

7. **Waiver of Jury Trial.** If and then only to the extent required by the North Dakota Franchise Investment Law, the last paragraph of Section 18.I of the Franchise Agreement is deleted.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**SMASH FRANCHISE PARTNERS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN RHODE ISLAND**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Smash Franchise Partners, LLC, an Indiana limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Smash My Trash Business you will operate under the Franchise Agreement was made in the State of Rhode Island, and/or (b) you are a resident of Rhode Island and will operate the Smash My Trash Business in Rhode Island.

2. **Governing Law.** Section 18.G of the Franchise Agreement is deleted in its entirety and the following is substituted in its place:

Except to the extent governed by the Federal Arbitration Act, United States Trademark Act of 1946 (the Lanham Act, 15 U.S.C. §§ 1051 *et seq*) or other federal law, and except as otherwise required by law for claims arising under the Rhode Island Franchise Investment Act, this Agreement will be construed and interpreted, and our relationship with you and the rights and obligations of the parties governed, in accordance with the laws of the State of Delaware (other than the choice of law provisions thereof).

3. **Jurisdiction.** The following is added to the end of Section 18.H of the Franchise Agreement:

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

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**SMASH FRANCHISE PARTNERS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN VIRGINIA**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Smash Franchise Partners, LLC, an Indiana limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1.     **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Virginia, and/or (b) the Smash My Trash Business will be located or operated in Virginia.

2.     Section 5.A of the Franchise Agreement is amended as follows:

The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the Initial Franchise Fee and other initial payments owed by franchisees to us until we have completed our pre-opening obligations under the Franchise Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**SMASH FRANCHISE PARTNERS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the

franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Surety Bond.** A surety bond in the amount of \$100,000 has been obtained by the Franchisor. The Washington Securities Division has made the issuance of the Franchisor’s permit contingent upon the Franchisor maintaining surety bond coverage acceptable to the Administrator until (a) all Washington franchisees have (i) received all initial training that they are entitled to under the franchise agreement or offering circular and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**SMASH FRANCHISE PARTNERS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NEW YORK REPRESENTATIONS PAGE**

THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

## STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	August 18, 2025, as amended <i>Pending</i>
Hawaii	Pending
Illinois	May 7, 2025, as amended <i>Pending</i>
Indiana	April 25, 2025, as amended <i>Pending</i>
Maryland	October 1, 2025, as amended <i>Pending</i>
Michigan	April 16, 2025
Minnesota	May 7, 2025, as amended <i>Pending</i>
New York	September 9, 2025, as amended <i>Pending</i>
North Dakota	April 24, 2025, as amended <i>Pending</i>
Rhode Island	June 21, 2025, as amended <i>Pending</i>
South Dakota	May 7, 2025
Virginia	June 2, 2025, as amended <i>Pending</i>
Washington	September 3, 2025, as amended <i>Pending</i>
Wisconsin	April 21, 2025, as amended <i>Pending</i>

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.

## **Item 23**

### **RECEIPT**

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

If Smash Franchise Partners LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an Affiliate in connection with the proposed franchise sale.

New York requires that Smash Franchise Partners LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that Smash Franchise Partners LLC gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Smash Franchise Partners, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is Smash Franchise Partners, LLC, located at 535 W. Carmel Drive, Carmel, Indiana 46032. Its telephone number is (844) 762-7400.

Issuance date: April 16, 2025, as amended November 21, 2025.

The name, principal business address, and telephone number of each franchise seller offering the franchise are as follows: Justin Haskin, whose contact information is 535 W. Carmel Drive, Carmel, Indiana 46032, (844) 762-7400 (applicable in all states); Patrick Kardasz, whose contact information is 17442 E. San Tan Blvd, Queen Creek, Arizona 85142, (480) 372-9005 (not applicable in New York or Washington), and

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Smash Franchise Partners, LLC authorizes the respective state agents identified in Exhibit A to receive service of process for us in the particular states.

I received a Franchise Disclosure Document from Smash Franchise Partners, LLC, dated as of April 16, 2025, as amended November 21, 2025, that included the following Exhibits:

- A List of State Agencies/Agents for Service of Process
- B Franchise Agreement
- C Current Form of Release
- D Operations Manual Table of Contents
- E List of Franchisees
- F List of Franchisees Who Have Left the System
- G Financial Statements
- H Additional Disclosures and Riders Required by State Franchise Laws

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Date

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Prospective Franchisee [Print Name]

(Date, Sign, and Return to Us)

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Prospective Franchisee [Signature]

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Date

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Prospective Franchisee [Print Name]

(Date, Sign, and Keep for Your Own Records)

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Prospective Franchisee [Signature]