

## FRANCHISE DISCLOSURE DOCUMENT



**Wiki-Licious Franchises LLC**  
an Alaska Limited Liability Company  
1120 Huffman Rd #24-622  
Anchorage, Alaska 99515  
(801) 643-6654  
mary@wiki-licious.com  
<https://wiki-licious.com>

As a Wiki-Licious® franchisee, you will operate an at-home bakery serving malasadas (Hawaiian donuts), cookies, and other baked goods. Your at-home bakery will be operated primarily under your state's cottage food laws, and we refer to our locations as "cottages."

The initial investment necessary to begin operation of a Wiki-Licious® franchised business is \$8,810 to \$28,150. This includes the \$6,000 to \$6,450 that must be paid to the franchisor or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Mary Cannon at mary@wiki-licious.com and (801) 643-6654.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at [www.ftc.gov](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 be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 30, 2025



## How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
<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 Exhibit "C."
<b>How much will I need to invest?</b>	Items 5 and 6 list fees that you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit "B" 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 Wiki-Licious franchise 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 Wiki-Licious® franchisee?</b>	Item 20 or Exhibit "C" lists 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 "E."

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

## Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Anchorage, Alaska. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Anchorage, Alaska than in your own state.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
4. **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. **Unregistered Trademark.** The primary trademark logo that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a logo that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.
6. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

**STATE REGULATIONS  
FOR THE STATE OF MICHIGAN**

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

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

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

1. A prohibition on the right of a franchisee to join an association of franchisees.
2. A requirement that a franchisee assent to a release, assignment notation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
3. A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure failure after being given written notice thereof and a reasonable opportunity, which in no event need to be more than 30 days, to cure failure.
4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area after to the expiration of the franchise or the franchisee does not receive at least 6 months' advance notice of franchisor's intent not to renew the franchise.
5. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

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

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

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

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

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

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

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

Any questions regarding this notice may be directed to the following address:

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



TABLE OF CONTENTS

ITEM NO.	PAGE NO.
1. The Franchisor and any Parents, Predecessors, and Affiliates .....	8
2. Business Experience.....	10
3. Litigation .....	10
4. Bankruptcy .....	10
5. Initial Fees .....	10
6. Other Fees.....	11
7. Estimated Initial Investment .....	16
8. Restrictions on Sources of Products and Services .....	18
9. Franchisee’s Obligations .....	20
10. Financing.....	21
11. Franchisor’s Assistance, Advertising, Computer Systems, and Training.....	21
12. Territory.....	28
13. Trademarks.....	30
14. Patents, Copyrights and Proprietary Information .....	32
15. Obligation to Participate in the Actual Operation of the Franchise Business.....	34
16. Restrictions on What the Franchisee May Sell .....	35
17. Renewal, Termination, Transfer and Dispute Resolution.....	36
18. Public Figures.....	39
19. Financial Performance Representations.....	39
20. Outlets and Franchisee Information.....	40
21. Financial Statements .....	43
22. Contracts .....	44
23. Receipts.....	44

Addenda of State Regulations

EXHIBITS

- A. Franchise Agreement and its Exhibits
- B. Financial Statements
- C. Schedule of Franchisees
- D. List of Agents for Service of Process
- E. List of State Agencies Responsible for Franchise Disclosure and Registration Laws
- F. Table of Contents for operations Manual
- G. Form Release Agreement
- H. Signing Checklist

RECEIPTS



## FRANCHISE DISCLOSURE DOCUMENT

### ITEM 1

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

##### The Franchisor

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

Our limited liability company was organized on August 30, 2021 in the state of Alaska under the name Wiki-Licious Franchises LLC. Our principal place of business is 1120 Huffman Rd #24-622, Anchorage, Alaska 99515. Our agents for service of process in various states are disclosed in Exhibit “D.”

##### Franchisor’s Business Activities

We do not have any other business activities other than franchising the Wiki-Licious® brand. We do not do business under any name other than Wiki-Licious Franchises LLC or Wiki-Licious™. As of the date of this disclosure document, we have not offered for sale or sold franchises in any other line of business. We began offering and selling franchises under the Wiki-Licious® brand in January 2022.

##### Affiliates

Our affiliate Wiki-Licious Distribution LLC was organized on September 03, 2021, in the state of Alaska. Its principal place of business is 1120 Huffman Rd #24-622, Anchorage, Alaska 99515.

Our affiliate Wiki-Licious LLC was organized on February 07, 2017, in the state of Alaska. Its principal place of business is 1120 Huffman Rd #24-622, Anchorage, Alaska 99515.

#### **Parent, Affiliate, and/or Predecessor Business Activities Involving Wiki-Licious®**

##### Affiliate

Our affiliate Wiki-Licious LLC operates a Wiki-Licious® bakery in Anchorage, Alaska. It originally operated as a cottage similar to the business our franchisees will operate, but it has since grown and now operates as a fulltime bakery. It has operated as a bakery since June 2020 and began as a cottage in 2017. Additionally, Wiki-Licious LLC began licensing the Wiki-Licious® brand in 2018. It entered into 6 license agreements with various licensees. It is anticipated that each of those licensees will convert to a Wiki-Licious® franchise.

Our affiliate Wiki-Licious Distribution, LLC currently provides boxes, fillings, donut mix, and merchandise to our cottages.

We have no other parents, predecessors or affiliates required to be disclosed in this Item.



## Franchise Offered

We license and train others to operate Wiki-Licious® businesses. A Wiki-Licious® business is an at-home bakery serving malasadas (Hawaiian donuts), cookies, and other baked goods. The grant of a Wiki-Licious® franchise authorizes you to engage in our complete system under the name Wiki-Licious® and other proprietary marks. You will be required to purchase specific materials, supplies and equipment and to strictly follow our standards, methods, policies and procedures in the operation of your franchise business that are described in more detail in our franchise agreement attached as Exhibit “A” to this disclosure document.

## General Description of Market and Competition

The general market for the bakery industry is well-developed and competitive. You will typically compete with other established bakeries. There are many of these competitors from large national chains to small independent operators. You may also encounter competition from other Wiki-Licious™ cottages operated by us or other franchisees outside your territory.

## Laws and Regulations

Your at-home bakery will be operated primarily under your state’s cottage food laws. Cottage food laws allow for the operation of a food business from the business owner’s home. Some states do not require a license or an inspection of the home kitchen, and other states do. Some states also place a cap on the amount of revenue you can earn from your home food business, and some states do not. Additionally, some states put a limit on where you can sell the products produced in your home, e.g., some states only allow you to sell from your home and other special events like a farmers market. You are solely responsible to know and abide by the cottage food laws in your state.

Once your revenues exceed the applicable limits of your state’s cottage laws, and if you want to continue to exceed those limits, you will be required to lease commissary space from a commercial kitchen and abide by the laws, licenses, and regulations pertaining to a commercial kitchen.

You are also required to follow all laws and regulations that apply to business generally. Some jurisdictions have passed laws that require businesses to pay their employees a higher minimum wage than what is required under federal law, which laws may disproportionately affect franchised businesses.

At your cost and expense, you must investigate and ensure that you comply with all payment card industry (“PCI”) and data security standard (“DSS”) standards, regulations, and requirements; however, we reserve the right to approve of the vendor you use for compliance. You are not permitted to collect, store, transfer, etc., any unnecessary customer information. Additional information can be found at <https://www.pcisecuritystandards.org/>.

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



**ITEM 2  
BUSINESS EXPERIENCE**

Amy Johnson – Founder; CEO

Amy Johnson is our Founder and our CEO. She has held this position since our inception in August 2021. In addition to this employment, Amy has held the following roles over the past 5 years:

- February 2017 to present: CEO for Wiki-Licious LLC, which is a Wiki-Licious® bakery company in Anchorage, Alaska.

Mary Cannon – COO

Mary Cannon is our COO. She has held this position since our inception in August 2021. In addition to this employment, Mary has held the following positions over the past 5 years:

- February 2017 to present: COO for Wiki-Licious, LLC, which is a Wiki-Licious® bakery company in Anchorage, Alaska.

Stephanie Prestwich – President of Franchise Operations

Stephanie Prestwich has been our President of Franchise Operations since April 2022. Stephanie has also been an Office Specialist for the Davis County Library in Clearfield, Utah since January 2018.

**ITEM 3  
LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4  
BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**ITEM 5  
INITIAL FEES**

Initial Franchise Fee

On the signing of the franchise agreement, all franchisees pay an initial franchise fee of \$5,000 in one lump sum. The initial franchise fees are uniform for all franchisees.

Additional Franchise Purchases

During the term of your franchise, you may purchase additional franchises for 50% of the then-current franchise fee, and you must sign the then-current franchise agreement. This option will only be available to you if there are franchise territories available, you meet our then-current criteria for new franchisees, you are current and not in default of your franchise agreement, and, in our sole discretion, we determine to sell you another franchise.



### Required Purchases from the Franchisor or an Affiliate

All franchisees initially purchase what is referred to as a “product bundle” that includes donut mix, fillings, flour, boxes, and a uniform for the delivery of items. The cost of the product bundle is \$1,000 to \$1,200 (depending on your location) and should cover the first few weeks of your orders.

### Initial Training

There is no training fee for 2 attendees. We allow 1 additional attendee at the cost of \$250. The initial training program is held online/virtually.

### Uniformity and Refunds

In the last fiscal year, we offered a \$500 discount off the initial franchise fee as part of a limited-time promotion. We also allowed a few franchisees to pay the initial franchise fee in 2 installments, but we do not plan to allow franchisees to pay in installments in the future. These costs and fees are uniform and are non-refundable for all franchisees as described above.

## **ITEM 6 OTHER FEES**

<b>TYPE OF FEE</b>	<b>AMOUNT</b>	<b>DUE DATE</b>	<b>REMARKS</b>
Successor Franchise Fee <sup>1</sup>	\$500	Prior to your entering into a successor franchise agreement	A successor franchise agreement is available to you only if you meet each of the requirements described in the franchise agreement at the time your election to enter into a successor agreement must be made.
Relocation Fee	Administrative fee of \$30 an hour plus any legal fees we may incur	Upon demand	Payable if you put in a request to relocate your franchise territory regardless if the relocation request is approved.
Royalty <sup>1</sup>	\$350/mo. for large-territory franchises and \$225/mo. for small-territory franchises	Payable monthly to be received by the 1st day of each month	A large-territory franchise is a franchise with a territory that has a population of at least 50,000 people, and a small-territory franchise is a franchise with a territory that has a population of less than 50,000 people. We require royalties to be paid in accordance with our electronic funds transfer or automatic withdrawal program as developed.
Late Charges <sup>1,6</sup>	\$25 per day (up to a maximum of 2x the total amount owing per instance per late payment and up to	Payable with royalty or on demand	Charges begin to accrue after the due date of any required payment or report.

	\$500 per late report)		
Non-Sufficient Fund Fees <sup>1,6</sup>	\$50 per bounced check or insufficient or disputed draft	Payable with royalty or on demand	If this fee is higher than what is allowed under state law, the fee will be reduced to the maximum allowed by state law (see state specific addendum).
Interest on Late Fees and Reports <sup>1,6</sup>	18% interest or maximum rate permitted by state law, whichever is less	Payable with royalty or on demand	Interest begins to accrue on the total amount (fee plus any late charge) after the due date of any required payment or report.
System Non-Compliance Fines and Charges <sup>1,3,6</sup>	\$250 per violation	As incurred	See Note 3.
Technology Fee <sup>1,2</sup>	Currently, \$2 per month	Monthly	This fee is for use of our designated software and will be updated periodically in our manuals to account for increased costs and new technologies, if applicable.
Replacement Training <sup>1,6</sup>	\$500 per person	In advance of training	Any new operating principal must complete the initial training program prior to taking over as the operating principal. New managers may be trained by your operating principal, but we can also require your managers to be trained by us if we reasonably believe such training would be in the best interest of your franchise business. This training will be held virtually.
Special Event Training <sup>1</sup> (Optional)	Currently, \$0 but you must cover all of your expenses for travel, food, etc., to attend and participate in the training	In advance of training	This training is done live at our annual event, which is currently held in March of each year in Tempe, Arizona. You will have the opportunity to work at the event to get hands on experience. The training will focus on how to find and choose the event, set up, marketing, pricing, and other matters specific to special events.
Additional Training <sup>1,6</sup>	\$500 per day, per person	Upon billing	Depending on advanced notice and our availability, you may request additional training. We also reserve the right to require your managers or operating principal to attend additional trainings if you are in default or if we reasonably believe such training would be in the best

			interest of your franchise business. This training will be done virtually.
Monthly Training Meetings	No fee for regular attendance	On demand	You are required to attend monthly meetings via video conference, phone or other medium. There is no fee for this meeting, but you will be fined \$25 per missed meeting after your second missed meeting.
Insurance Reimbursement Fee <sup>1,6</sup>	Cost of the premium, plus \$30 per hour for our time	Upon demand	You are required to hold and maintain your own insurance, but if you fail to do so, we have the right to obtain insurance on your behalf.
PCI and DSS Audit Reimbursement Fee <sup>1</sup>	Costs of the audit	Upon demand	You must reimburse us all costs related to an audit for your non-compliance with PCI and DSS requirements.
Conference or Seminar Fee <sup>1,6</sup>	\$250 to \$1,000 per person	At time of registering for the conference or seminar	You will also be required to pay all travel, lodging, food, and other expenses for each of your attendees. Your operating principal must attend annual conferences, if held by us.
Interim Management Fee <sup>1</sup>	100% of gross revenue. Gross revenue includes all revenue from the franchise business, including the value of bartered or traded items, but does not include refunds or sales tax.	Time of service	Payable if we elect to operate your business during your unapproved closing, unapproved absence, incapacity, death, or after you have been given notice of default and failed to cure. You must also pay all travel, lodging, food, and other expenses for our representative(s). We will cover the cost of fulfilling the orders for your customers, and we will reimburse you for any supplies of yours that we use during the interim management period. The interim management period will not last more than 6 months unless otherwise agreement between us.
Replacement Costs	Our costs, plus \$50 per hour for our time	Upon demand	If you fail to replace equipment, furniture, tools, etc., that is outdated, damaged, obsolete, etc., and we determine to replace those items for you.
Additional Copies of Marketing Materials <sup>1,6</sup>	Our costs, plus 10%, and the costs for shipping and handling	Time of delivery	We may develop and provide you samples of marketing and promotional materials and this fee is payable if you request additional copies.

Fees on Default <sup>1,4</sup>	Our costs associated with your default	On demand, as incurred	Paid in addition to other payments to us.
Post-Termination Fees <sup>1,4</sup>	Actual costs	As incurred	You will be responsible to pay us any post-termination expenses, including attorney's fees and costs to enforce your post-term obligations.
Post-Termination De-Identification, Non-Compliance Fee <sup>1,4,6</sup>	\$50 per day	Upon demand	See Note 4.
Transfer Review Deposit	\$500	At the time of notice of a potential transfer	You must pay us this non-refundable deposit if you would like us to review a proposed transfer. If the transfer is approved, the deposit will be applied towards the transfer fee.
Transfer Fee <sup>1</sup>	\$1,000	At time of approved transfer	Payable when you sell your franchise, substantially all of your assets, or a controlling interest in your franchise and prior to our signing any approval or new agreement. Transferees who own at least 10% of the franchise must personally guarantee the franchise agreement for us to approve the transfer. Subject to state law.
Minority Interest Transfer Fee <sup>1</sup>	Our legal fees and administrative costs related to the transfer	On demand	This fee applies to transfers of up to 40% of your franchisee entity – cumulative during the term of the franchise agreement. Transferees owning at least 10% of the franchise must personally guarantee the franchise agreement for us to approve the transfer. Subject to state law.
Indemnification <sup>1,2</sup>	Our damages and costs	As incurred or on demand	
Early Termination Liquidated Damages <sup>1,4</sup>	\$2,000	Upon termination	Payable if your franchise agreement is terminated prior to the expiration of the term. This is only to compensate us for a portion of lost royalties and is not our only remedy.
Non-Compete Violations <sup>1,5,6</sup>	\$10,000	Upon demand	This fee is paid as an estimate of our damages if you violate the non-compete covenants in the franchise agreement. This is not our only remedy and does not represent a price for the privilege to compete.
Dispute Resolution Fees <sup>1,3,4</sup>	Our legal fees and costs if we prevail	As incurred or on demand	You are required to pay half of the mediation or arbitration fees. Additionally, the prevailing party will

			be entitled to reimbursement of its legal fees and expenses.
--	--	--	--

**NOTES**

<sup>1</sup> Royalty and Fees. Except as shown in the remarks column, all fees are uniformly imposed and payable to us. All fees payable to us or an affiliate are non-refundable. If a sales or similar tax is assessed on the royalties or marketing fees, you may be required to pay us or the taxing authority the amount of this tax.

<sup>2</sup> Indemnification. You must indemnify us from damages and costs related to your acts, errors or omissions in the operation of your franchise business or your franchise business generally, and including any allegation that you are our employee, or that we are a joint employer or otherwise responsible for the acts or omissions relating to your employees, and other laws regarding public accommodations for persons with disabilities. You are not required to indemnify us for liability caused by our willful misconduct, gross negligence, strict liability, or fraud.

<sup>3</sup> System Non-Compliance. We have the option to issue you a fine for certain violations of the franchise agreement and/or manuals. These fines will be set forth in the manuals. If you do not correct the violation within the time required by us, we have the right to put you in default. All fines are to be paid in accordance with our electronic funds transfer or automatic withdraw program.

<sup>4</sup> Post-Termination, De-Identification, Non-Compliance Fee. In the event you fail to comply promptly with any of your post termination de-identification obligations: (a) you must pay us \$50 for each day that you are in default, as a reasonable estimate of the damages suffered by us; and (b) to prevent further injury, we may hire a third-party or use our own personnel to de-identify your business and/or to carry out any other obligations on your behalf, for which costs you will be responsible including reasonable attorney fees. You must also reimburse use for any unredeemed gift cards sold by you.

<sup>5</sup> Liquidated Damages for Breach of Non-Competition. This estimated damages fee is applied if you violate the non-compete covenants in the franchise agreement or any related agreements, or if you use our system without our express written permission or approval. This fee is not our only remedy, does not represent a price for the privilege of not performing, nor does the payment represent an alternative manner of performance.

<sup>6</sup> Fee Increases. We may increase this fee by up to 10% per year during the term of your franchise agreement to adjust to increased costs. Costs charged by third parties are subject to change at any time and do not have an annual cap.



**ITEM 7  
ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

<b>TYPE OF EXPENDITURE</b>	<b>LOW AMOUNT</b>	<b>HIGH AMOUNT</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
Initial franchise fee <sup>1</sup>	\$5,000	\$5,000	Lump sum	At the time of signing the franchise agreement	Us
Initial training <sup>2</sup>	\$0	\$1,100	As incurred	Prior to and during training	Employees
Equipment and supplies <sup>3</sup>	\$1,320	\$1,600	As incurred		Suppliers
Smartphone and POS system <sup>4</sup>	\$650	\$1,000	As incurred	As negotiated	Suppliers
Software setup fee <sup>5</sup>	\$250	\$250	Lump sum	As incurred	Supplier
Product bundle and supplies <sup>6</sup>	\$1,000	\$1,200	Lump sum	As negotiated	Suppliers
Miscellaneous opening costs <sup>7</sup>	\$250	\$1,500	As incurred	As incurred	Suppliers, government departments, utilities, etc.
Insurance premiums (3 months) <sup>8</sup>	\$90	\$500	As incurred	As negotiated	Suppliers
Delivery vehicle <sup>9</sup>	\$0	\$15,000	As incurred	As negotiated	Suppliers
Additional funds <sup>10</sup>	\$250	\$1,000	As incurred	As incurred	Suppliers, employees, etc.
<b>TOTAL<sup>11</sup></b>	<b>\$8,810</b>	<b>\$28,150</b>			

**NOTES**

<sup>1</sup> Initial Franchise Fee. The initial franchise fee is non-refundable, and we do not finance any portion of the fee.

<sup>2</sup> Initial Training. We estimate that you will have 1 to 2 people attend the initial training. There is no training fee for your first 2 attendees, and we allow 1 additional attendee at the cost of \$250. Training is held virtually, but you may incur labor costs if you employ someone who attends the initial training.

<sup>3</sup> Equipment, Furniture, Fixtures, Décor, and Supplies. Included in this estimate are the cost of the following items:

- Bosch mixer
- 9x9 fryers



- Thermometers
- Pans
- Small wares
- Food grade storage containers
- Custom cutter

<sup>4</sup> POS System, Computer Hardware, and Software. You must have a smartphone and run all credit card payments through our designated merchant services. You may also decide to purchase a chip reader, so that you do not have to input credit card information manually.

<sup>5</sup> Software Setup Fee. You are required to pay our designated provider this fee to set up your account on our designated CRM.

<sup>6</sup> Product Bundle and Supplies. The range in cost depends upon the size of your franchise business, as well as estimated initial business volume. This is only an initial supply and will require replenishment on a regular on-going basis based on the volume of sales for our franchise business. Opening inventory items include the following:

- Donut flour
- Fillings
- Sugar
- Cinnamon
- Oil
- Boxes
- Product Bundle (donut mix, fillings, flour, boxes, uniform for delivery). This should cover the first few weeks of orders, depending on volume.

<sup>7</sup> Miscellaneous Costs. These miscellaneous costs include legal fees, utility costs, business entity organization expenses, employee training, deposits, and licenses. Rates for professionals can vary significantly based on locale, area of expertise and experience.

<sup>8</sup> Insurance. The cost of insurance may vary depending on the insurer, the location of your franchise business, and your claims history.

<sup>9</sup> Delivery Vehicle. You must have a vehicle to deliver orders. Your vehicle can be your personal vehicle, but your vehicle needs adequate space to carry the delivery orders. You must keep your vehicle sanitary and in good condition and repair with no external damage or unreasonable wear and tear. We have the right to require you to wrap your vehicle or place our logo on your vehicle.

<sup>10</sup> Additional Funds. These are additional funds that you may need for operating expenses during your first 3 months of operations in addition to cash flows. We have relied upon the experience of our principals to compile these estimates.

<sup>11</sup> Total. These figures are estimates for the development of one Wiki-Licious® cottage. All purchase agreements or leases must be negotiated with suppliers. For any items purchased from us or an affiliate, we require immediate payment. We do not offer direct or indirect financing for any item. All fees and payments payable to us or an affiliate are non-refundable. You should verify with any third-party payee whether such payments, deposits, or fees are refundable or not.



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

Approved Suppliers, Proprietary Products and Required Purchases

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

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

<b>Item or Service</b>	<b>Is the franchisor or an affiliate an approved supplier of this item</b>	<b>Is the franchisor or an affiliate the only approved supplier of this item?</b>
Donut Mix	Yes	Yes
Fillings	Yes	Yes
Boxes	Yes	Yes
Food Items and Ingredients	No	No
Bosch Mixer	No	No
9x9 Fryers	No	No
Small Wares	No	No
POS System	Yes	Yes
Insurance	No	No
Marketing	No	No

Insurance

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

<b>Type of Insurance</b>	<b>Minimum Required Amount(s)</b>
Commercial General Liability Insurance	\$1,000,000 per occurrence and \$2,000,000 in the aggregate or leasehold minimum, whichever is greater
Commercial Automobile Insurance	At least \$1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage)
Data Breach & Cyber Security Breach Insurance	\$1,000,000 per occurrence and \$2,000,000 aggregate
Government Required Insurances	All worker's compensation and employment insurance on your employees as required under all federal and state laws.

These policies (excluding worker's compensation) will insure you, us, and our officers, directors, and nominees as additional insureds against any liability that may accrue by reason of your ownership,

maintenance or operation of the franchise business. These policies will stipulate that we will receive a 30-day written notice prior to renewal or termination, and we must receive a 30-day notice of any modifications. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to us must be furnished to us together with proof of payment prior to you beginning operations and within 15 days of any request we may make from time to time.

You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate. If you fail to obtain or maintain insurance, we may obtain insurance for you, and you will pay us the premium costs, plus an administration fee of \$30 per hour for our time. We may periodically modify or adjust the amounts of coverage required and/or require different or additional coverage. We do not derive revenue from your purchase of insurance. We recommend you consult with your insurance agent prior to signing the franchise agreement.

### Approved Suppliers

We may enter into contracts with suppliers for items or services purchased by our franchisees. Pursuant to these contracts, you will be required to purchase items or services from the approved suppliers.

We have established suppliers on our approved supplier list based on certain criteria including the ability of the supplier to make the product to our standards and specifications; the supplier's production and delivery capabilities; price and quality of the product; reputation of the supplier; quality assurance systems; and the financial condition of the supplier. We will use our best judgment in setting and modifying specifications to maintain quality and integrity of the franchise system.

All currently approved suppliers and specifications are made available to you before the beginning of operations. You must receive our prior written approval to deviate in any manner from our specifications. At our discretion, we may revoke our approval from an approved supplier or good upon 30 days' written notice to you.

### Ownership in Approved Suppliers

Some of our officers have an ownership interest in Wiki-Licious Distribution LLC, which is one of our designated suppliers.

### Revenue to Us and Our Affiliates from Required Purchases

We or our affiliates may derive income from required purchases or leases of goods or services made by our franchisees from approved sources. In the last fiscal year ending of December 31, 2024, we did not generate any revenue from the sale of products and services to our franchisees. However, in the last fiscal year ending of December 31, 2024, our affiliate Wiki-Licious Distribution LLC generated \$84,501.73 from the sale of products and services to franchisees.

### Proportion of Required Purchases and Leases

We estimate that the proportion of required purchases or leases will represent 80% to 90% of your overall purchases in opening your franchise business and 90% to 95% of your overall purchases in operating your franchise business.



### Non-Approved Suppliers

We do not allow you use alternative suppliers or to submit alternative suppliers to be included on our list of approved suppliers.

### Standards and Specifications

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

### Negotiated Arrangements

At this time, there are no purchasing or distribution cooperatives. However, we currently negotiate purchase arrangements with suppliers, including price and terms for the benefit of franchisees.

### Benefits Provided to You for Purchases

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

## **ITEM 9 FRANCHISEE'S OBLIGATIONS**

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

	<b>Obligation</b>	<b>Section in Agreement</b>	<b>Disclosure Document Item</b>
a.	Site selection and acquisition/lease	Sections 4.1 and 4.2	Item 11
b.	Pre-opening purchases/leases	Sections 4.1, 5.3 and paragraph 6.1.11	Item 8
c.	Site development and other pre-opening requirements	Sections 4.2 and 4.3	Items 7 and 11
d.	Initial and ongoing training	Paragraphs 6.1.3 and sections 7.2, 7.3 and 7.4	Item 11
e.	Opening	Section 4.3	Item 11
f.	Fees	Article V	Items 5, 6 and 7
g.	Compliance with standards and policies/operating manual	Section 6.2 and article IX	Items 8 and 11

h.	Trademarks and proprietary information	Article III	Items 13 and 14
i.	Restrictions on products/services offered	Article VIII	Item 8 and 16
j.	Warranty and customer service requirements	Paragraphs 6.1.2 and section 8.6	Item 11
k.	Territorial development and sales quotas	Not Applicable	Item 12
l.	Ongoing product/service purchases	Article VIII	Item 8
m.	Maintenance, appearance and remodeling requirements	Paragraphs 2.2.5, 6.1.2 and 6.1.9	Item 11
n.	Insurance	Paragraph 6.1.7	Item 8
o.	Advertising	Article X	Items 6, 7 and 11
p.	Indemnification	Section 15.2	Item 6
q.	Owner's participation/management/staffing	Paragraphs 6.1.4, 6.1.6, 6.1.10, and 6.2.3	Items 11 and 15
r.	Records and reports	Paragraphs 6.1.9(i) and 6.2.2(iv)	Item 6
s.	Inspections and audits	Paragraphs 6.1.9(ii) and 6.2.2(iv)	Items 6 and 11
t.	Transfer	Article XIV	Item 17
u.	Renewal	Section 2.2	Item 17
v.	Post-termination obligations	Section 12.1	Item 17
w.	Non-competition covenants	Article XVI	Items 14, 15 and 17
x.	Dispute resolution	Article XVII	Item 17
y.	Compliance with government regulations	Sections 4.1, 4.3 and paragraphs 6.1.1, and 16.1	Item 12
z.	Guarantee of franchisee obligations	Paragraph 6.3.1	Item 15

**ITEM 10  
FINANCING**

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

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

**Except as listed below, Wiki-Licious Franchises LLC is not required to provide you with any assistance.**

Pre-Opening Assistance

Before you open your franchise business, we will:

- 1) Designate your territory [franchise agreement section 1.1].



2) Approve of your home kitchen. You must have adequate space in your kitchen and available use of your kitchen to fulfill your orders when needed. We must approve of your kitchen before you begin operations. Our approval is done during the dough training portion of our initial training program over FaceTime or another video conferencing platform where you can show us your kitchen space. We will provide you with general guidance regarding our standards for selecting a site, but we do not prepare demographic studies or otherwise determine a need for our products within your territory or evaluate or guarantee success of your franchise. We do not generally own and lease or sublease properties to you [franchise agreement section 4.1].

3) Make available general written specifications for necessary equipment, signs, fixtures, opening inventory, supplies and other items listed in Item 8. Unless we are an approved supplier of an item and you purchase the item directly from us, we do not provide these items to you directly, but we do provide you with the names of the approved suppliers for these items. For purchase, delivery, and installation, you are required to work directly with the manufacturer or supplier of these items. We do not assist in delivery or installation of any of these items [franchise agreement sections 7.1 and 8.1].

4) Provide you with the names of approved suppliers [franchise agreement section 7.1].

5) Because you are operating from your home, we do not provide you with preliminary design plans for your franchise business [franchise agreement section 4.1]. However, you must adapt your kitchen in accordance with local, state and federal laws, rules and ordinances, if applicable, at your sole expense [franchise agreement paragraph 6.1.1]. You are responsible for obtaining any required licenses and permits. We do not assist in the construction, remodeling, or decorating of your kitchen [franchise agreement sections 4.1 and 4.3].

6) Loan you a copy or provide electronic access to our confidential manuals containing mandatory policies, operating procedures, recipes, and other information. The manuals are confidential, will remain our property, and may be used by you only in association with your Wiki-Licious® franchise business and only during the term of the franchise agreement. You must keep the contents of the manuals confidential. The master copy of the manuals maintained by us will control in the event of a dispute relative to the contents of the manuals. You may not copy any part of the manuals either physically or electronically. The table of contents for the operations manual is included as Exhibit "F" to this disclosure document. Our operations manual is in electronic format and is equivalent to approximately 23 written pages [franchise agreement article IX].

#### Lease, Construction and Commencing Operations

1) You must have a kitchen chosen and approved by us within 30 days of signing the franchise agreement [franchise agreement section 4.1].

2) Construction, if any, must be started within 30 days from the date of the franchise agreement and be completed within 80 days from the date of the franchise agreement. You are required to begin operations within 10 days after construction is complete. You must give us at least 1 week's prior written notice before opening your franchise business [franchise agreement sections 4.2 and 4.3].

### Estimated Length of Time Before Operation

It is estimated that the length of time between the signing of the franchise agreement with the accompanying payment of the initial franchise fee and the opening of your franchise business is 30 and 60 days. Factors affecting this length of time usually include obtaining kitchen approval, construction, local ordinance compliance, training, and delivery and installation of equipment, supplies, and opening inventory items. You must begin operations no later than 90 days from the date of your franchise agreement. Failure to meet these deadlines for any reason, including our disapproval of your home kitchen, or if we cannot agree on a site for your kitchen, may result in termination of the franchise agreement without a refund [franchise agreement article IV].

### Assistance During Operation

#### During the operation of your franchise business, we will:

1) Provide you with updates to the manuals, which updates may be in the form of emails, newsletters, announcements, technical bulletins, or other written directives through means determined by us. We have the right to modify the manuals to reflect changes in the system including the development of products or services. The modifications may obligate you to invest additional capital in your franchise business and to incur higher operating costs. You must incorporate all such modifications within the time periods that we specify [franchise agreement paragraph 6.2.2(iii) and section 9.1].

2) At your reasonable request or at our discretion, provide additional training. This training will be conducted virtually. You will be charged a fee of \$500 per day for this training [franchise agreement section 7.2 and paragraph 6.1.3(iii)].

3) Provide you with an email address which must be used in all correspondence and communications involving your franchise business. If we provide you with an email account/address, we have the right to access your email account. You are not allowed to use a non-approved email for business purposes involving the franchise business [franchise agreement paragraph 6.2.2(i)].

4) Maintain a website for the Wiki-Licious brand that will include your business information and telephone number for your franchise business [franchise agreement section 7.5].

#### During the operation of your franchise business, we may:

1) Hold conferences to discuss improvements, new developments, mutual concerns, and business issues. If held, attendance at conferences is mandatory for your operating principal. We may charge a conference fee, and you may be required to pay all your travel and living expenses. The location of these conferences will be chosen by us [franchise agreement paragraph 6.1.10].

2) Make periodic inspections of your cottage, which may be done in person or through remote access such as video or live video conferencing and may be performed through a third-party provider. Inspections may be conducted without prior notice to you.] Upon our request, at all reasonable times, you will provide us with a video and/or digital images of your kitchen as set forth in the manuals [franchise agreement paragraph 6.2.2(iv)].



3) Conduct additional seminars, which may be through online webinars, videos, live video conferencing, phone conference or in person, to discuss improvements, new developments, mutual concerns, business issues, sales, marketing, personnel training, bookkeeping, accounting, inventory control and performance standards. We may charge a seminar fee, and you may be required to pay all your travel and living expenses. In-person seminars are normally held at our headquarters or as available at regional facilities [franchise agreement paragraph 6.1.10].

4) Provide you with such continuing assistance in the operation of the franchise business as we deem advisable [franchise agreement section 7.2].

5) To the degree permitted by law, suggest retail price, specify maximum and minimum pricing above and below which you cannot sell any goods or services [franchise agreement paragraph 6.1.8]. You must honor all coupon, price reductions and other programs established by us [franchise agreement section 6.2.2(ii)].

6) Replace defective products purchased directly from us based on our standard limited warranty. For items purchased through third parties, you must work directly with the supplier or manufacturer of those items regarding warranties, defective products, training and support [franchise agreement section 8.6].

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

### Employment Matters

We do not assist you with the hiring, firing, discipline, scheduling, management, compensation, supervision, assignment of duties, work rules, or working conditions of your employees. That is your responsibility. We may provide you with a sample employee guide or manual, but if we do, it will only be an example of certain employment matters that you may adopt or not. It is your responsibility to comply with state and federal employment laws [franchise agreement paragraph 6.1.6].

### Advertising and Promotion

You are required to participate in all marketing programs as directed by us and to use all materials, mediums, and other information made available to you in doing so.

Under the terms of the franchise agreement, we are not obligated to conduct advertising for the franchise system or to spend any amount on advertising in your territory. However, you may develop marketing materials for your use, at your cost, but all marketing material developed or used by you must have our prior written approval. Any marketing materials or concepts you create may, upon written notice, become our property and will be considered a “work-made-for-hire” that can be used by us and other franchisees. If you do not receive written approval or disapproval within 7 days of the date we received your submission of marketing materials, the materials submitted are deemed unapproved. We can revoke our approval of any marketing materials at any time in our sole discretion expressed in writing. We may provide you with samples of marketing materials developed by us and provide new marketing techniques as developed [franchise agreement sections 3.10, 3.11, 10.2 and 10.3].

### Advertising Cooperative

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

### Marketing Funds

You are not required to participate in any marketing funds.

### Internet and Social Media

We may allow you to place pre-approved information concerning your franchise business on our website or subdomain, as developed by us. We will own the social media accounts related to the brand, but we may decide to provide you with access to the social media account for your location for certain management responsibilities and functions. You must follow our policies regarding use of the internet and social media related to the brand and your franchise business [franchise agreement section 10.4].

### Computer / Point of Sale System

We require the use of a point-of-sale (POS) system designated by us to be purchased or leased. The POS system will provide the following:

- Reporting of Sales
- Employee Time Keeping
- A Customer Database
- Online Ordering
- Credit Card Payment

You must have a smartphone to run our designated POS system. You must pay any startup cost to use the POS system, if applicable, including the cost of a chip reader if we mandate the use of one, or if you want to use a chip reader in your business for credit card transactions. The estimated cost of a chip reader is \$50 to \$100. The cost of a smartphone is estimated to be \$500 to \$1,000. We may require changes or updates and upgrades to your smartphone and/or our designated POS system at your expense during the term of the franchise agreement. There are no contractual limitations on our right to do so. We estimate the annual costs to maintain, upgrade, and support your smartphone and POS system to be \$0 to \$1,000. We are not required to maintain, repair, update and/or upgrade your smartphone or POS system. There are no contractual limitations to the frequency and cost of the obligation to upgrade and maintain the computer or POS system [franchise agreement paragraph 6.1.9]. For defective equipment, products, software or other items purchased by you, you must deal directly with the supplier or manufacturer of the item. All data collected or provided by you, downloaded from your POS system, or otherwise collected from you by us or provided to us, is and will be owned exclusively by us, and we have the right to use the data in any manner without compensation to you [franchise agreement paragraph 8.6].

### Loyalty Programs

You are required to participate in the loyalty, gift card, memberships, subscription, and coupon programs we develop. You are not allowed to implement any sort of loyalty, coupon, membership,

gift card or subscription model without our prior written permission [franchise agreement paragraph 6.2.2(ii)].

### Accounting

We reserve the right to require you to use a specific accounting software as well as charts of accounts and templates, and we can require that we have independent view-only access to your account [franchise agreement paragraph 6.1.9(i)].

### Merchant Provider

At your sole cost and expense, you are required to use our designed merchant services or payment processor, and to pay all monthly, annual, service, and upgrade fees. The required or designated provider may change at any time, and you are required to comply with any changes and are solely responsible for the fees associated with any changes [franchise agreement section 6.1.9(i)].

### Online Ordering and Delivery.

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

### Initial Training

Your operating principal is required to attend and successfully complete a training program, which is currently held online. The length of training depends on the prior experience of your attendees, and is conducted over a 6 to 8 week period. The total amount of training will be approximately 3 to 5 full days but can be spread the timing of the training over a longer period. All your attendees must attend the same training. The training program is held as needed.

Your “operating principal” is a) if the franchisee is an individual, that individual; or b) if the franchisee is an entity, an individual that owns at least 25% of the ownership and voting interests in the franchisee entity (unless you obtain our written approval of a lower percentage), has authority over all business decisions related to the franchise business, and has the power to bind the franchise business in all dealings with us.

Successful completion will be determined by our trainers but will include knowledge and demonstration that the attendees have mastered the skill of making the donuts and fillings according to our specifications. Successful completion of training must be completed at least 1 day before you may open your franchise business [franchise agreement paragraph 6.1.3].

There is no training fee for your first 2 attendees. We allow one additional attendee at the cost of \$250. The estimated cost of training is between \$0 and \$1,100.

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

**TRAINING PROGRAM<sup>1</sup>**

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On - The - Job Training</b>	<b>Location</b>
Kitchen Operations	6-10	0	online
Marketing	16-20	0	online
Customer Service	2-4	0	online
<b>Totals:</b>	<b>24-34</b>	<b>0</b>	

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

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

<b>Trainers</b>	<b>Subject(s) Taught</b>	<b>Length of Experience in the Field</b>	<b>Length of Experience with the Franchisor</b>	<b>Experience Relevant to Subject(s) Taught and Franchisor's Operations</b>
Amy Johnson	Marketing and Customer Service	24 years	3 years	Owner and operator of the Wiki-Licious® bakery in Alaska
Dona Reed	Kitchen Operations	8 years	3 years	Dona was the first licensee of our affiliate; assists with fairs and special events; and has extensive experience making Wiki-Licious® products
Stephanie Prestwich	Social Media, Ordering System	4 years	3 years	Stephanie has been our President of Franchise Operations since April 2022

**Materials Provided at the Initial Training**

We will provide access to our manuals during training and other handouts to facilitate training. All attendees at any training must sign a non-disclosure agreement acceptable to us before attending the training.



### Replacement Training

Any new operating principal must complete the initial training program prior to taking over as the operating principal. New managers may be trained by your operating principal, but we can also require your managers to be trained by us if we reasonably believe such training would be in the best interest of your franchise. Our fee for this additional training is \$500 per person. This training is held virtually [franchise agreement paragraph 6.1.3(i)].

### Special Event Training

You may choose to attend a special event training. This training is done live at our annual event, which is currently held in March of each year in Tempe, Arizona. You will have the opportunity to work at the event to get hands-on experience. The training will focus on how to find and choose the event, set up, marketing, pricing, and other matters specific to special events. There is currently no fee to attend this training, but you must cover all of your expenses for travel, food, etc., to attend and participate in the training [franchise agreement paragraph 6.1.3(iii)].

### Additional Trainings

We can require your managers or operating principal to attend additional trainings if you are in default, or if we reasonably believe such training would be in the best interest of your franchise. You may also request additional training, which we may provide at our discretion. This training is held virtually. The fee for this additional training is \$500 per day [franchise agreement paragraph 6.1.3(iii)].

### Monthly Meetings

Your operating principal also must attend a monthly meeting with us either through phone, video conference or other medium. There is no fee for this meeting, but you will be charged a fee if your operating principal misses more than 2 of these meetings [franchise agreement paragraph 6.1.3(iv)].

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

## **ITEM 12 TERRITORY**

### Non-Exclusive Territory

You will not receive an exclusive territory for your franchise business. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, we will not establish another traditional franchise or traditional company-owned cottage using the trademark within your territory.

### Grant of Territory

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

### Size of Your Territory

The specific size of your territory is set by us based on the population density, the business base in the territory, whether your location is in a metropolitan or rural area, and other comparable factors, but generally a large territory will have a population base of at least 50,000 people, and a small territory will have a population base of less than 50,000 people. The written boundaries of your territory will be included in your franchise agreement and may be set based on ZIP code, boundary streets, highways, county lines, designated market area, radius from a specific address, and/or other recognizable demarcations, but the territory will generally be a distance of 5 driving miles from your cottage in all directions. In determining the total population within your territory, we generally consult the United States Census estimate, available via the Internet website located at [census.gov/quickfacts](http://census.gov/quickfacts).

### Change in Territory Designation; Adjustment of Territory Boundaries

If you have a small territory, and the population of your territory reaches at least 50,000 people, your territory will automatically be converted to a large territory. If you have a large territory, and the population of your territory exceeds 100,000 people, then we have the right to divide your territory. In such case, your new territory will still have at least 50,000 people.

### Territory Restrictions

You are restricted to operations from within your territory. You may not service customers within another franchisee's territory. However, you may service customers in areas that have not been awarded to another franchisee. Additionally, customers can order from and pick up orders from any cottage, but you and other franchisees may not deliver products into another franchisee's territory.

### Relocation

You do not have the automatic right to relocate your business, and we have the right to deny any relocation request. You must obtain our prior written permission if you want to relocate your franchise. Approval to relocate is determined on a case-by-case basis and is based on factors such as your operational history, our then-current criteria used in approving a new franchisee's proposed site, and other factors that are relevant to us at the time of the relocation request. If we do approve a new territory for you, you must reimburse us our costs associated with reviewing and approving the new territory at a cost of \$30 per hour for our time, plus any legal fees associated with the relocation.

### Minimum Sales Requirement

Your territory is not dependent upon achievement of a minimum sales volume, market penetration, or other contingency.

### Advertising Within and Outside the Territory

Other franchisees may not advertise within your territory, and you may not advertise within other franchise territories.

### Your Rights to Use Channels of Distribution

You are allowed to sell products and services through the following channels: the Internet and social media (if done in accordance with our policies), direct marketing, fairs and other events (with our prior written permission).

### Options to Acquire Additional Franchises

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

### Our Rights to Use Channels of Distribution in Your Territory

We and our affiliates reserve the right to market and sell and distribute products and services under the Wiki-Licious® marks and under other brands or trademarks, both within and outside your territory using distribution channels, such as through websites, the Internet, direct marketing, social media, smartphone apps, television, radio, etc. We also reserve the right to maintain any corporate accounts and service special events (e.g., fairs, concerts, conventions, etc.) if we previously serviced a corporate account in your territory or previously operated at a special event in your territory. We do not pay you for soliciting or accepting orders for any products or services under the Wiki-Licious® brand through these channels inside your territory. However, if you fulfill an order for a corporate account for us, we will compensate you for that order.

We and our affiliate also reserve the right to market and sell and distribute products and services under other brands both within and outside your territory using distribution channels, such as: websites, the Internet, social media, smartphone apps, direct marketing, fairs and special events, cottage outlet, etc. We do not pay you for soliciting or accepting orders for any products or services through other channels inside your territory, if made under other brands.

### Our Previous Activities in Your Territory

In the past, we or an affiliate may have used one or more of the following distribution channels to sell and distribute products and services in your territory under the Wiki-Licious® brand: websites, television, radio, social media, corporate accounts, special events, and cottage outlets.

### Competition by Us Under Different Trademarks

Neither we, nor an affiliate operates, franchises or has plans to operate or franchise a business that sells or will sell goods or services similar to those sold in your franchise using a different trademark.

## **ITEM 13 TRADEMARKS**

### Non-Exclusive Grant of the Trademark

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



### Agreements Regarding the Trademark

Under a license agreement entered into between Wiki-Licious IP Holdings, LLC and us in 2021, we were granted the right to use and sublicense the trademarks for 50 years, which license will automatically renew for one-year terms for up to 25 additional years. The license may be terminated for our default; however, the license agreement specifies that if it is ever terminated, your franchise rights will remain unaffected. The terms and provisions of the license agreement cannot be modified without written authorization from both parties.

### Registered Trademarks

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

<b>Registration/ Serial Number</b>	<b>Mark</b>	<b>Registry</b>	<b>Registration/ Filing Date</b>	<b>Status</b>
97104245	WIKI LICIOUS (word mark)	Principal	May 30, 2023	Registered
-	 (composite mark)	Not registered	Not registered	Not registered

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

### Registered Domain Names

We have registered the following Uniform Resource Locators (domain names): wikiwikidonuts.com and wiki-licious.com. You may not register or own a domain name, social media account, email account, etc., using our trademark or any derivative of our trademark in a domain name, and you may not create or register any domain name, social media, email, etc., in connection with your franchise business or the franchise system without our prior written permission.

### Use of the Trademark

You must promptly modify or discontinue the use of a trademark at your cost if we modify or discontinue a trademark, or we require you to use a different trademark.

### Government Determinations Regarding the Trademarks

There are presently no effective determinations by the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court or pending interference, opposition or cancellation proceeding, or pending material litigation involving the



trademarks. There are no agreements currently in effect that significantly limit our rights to use or license the use of the trademarks.

#### Superior Prior Rights

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

#### Infringing Uses

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

#### Protection Against Infringement

You are obligated to immediately notify us when you learn about an infringement of or challenge to your use of our trademarks. We have the right to control any administrative proceedings or litigation involving the trademarks, and you must proceed in strict coordination and oversight by us. We will have the discretion to take the action we deem appropriate. The franchise agreement does not require us to take any affirmative action when we are notified of such uses or claims.

We are not obligated to protect any rights that you have to use the trademarks, or to protect you against claims of infringement or unfair competition. You are given the right to protect yourself, at your sole cost, from any of these claims if we elect not to prosecute the claim of infringement or unfair competition. You may not act contrary to our rights in the marks. We are not required to defend or indemnify you for expenses or damages if you are party to an administrative or judicial proceeding involving the licensed trademark.

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

### **ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION**

#### Patents

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

#### Copyrights

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



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

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

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

### Proprietary Information

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

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

### Agreements Regarding Patents, Copyrights, and Other Intellectual Property

Under a license agreement entered into between us and Wiki-Licious IP Holdings, LLC and us in 2021, we were granted the right to use and sublicense the patents, copyrights and other intellectual property for 50 years, which license will automatically renew for one-year terms for up to 25 years. The license may be terminated for our default; however, the license agreement specifies that if it is ever terminated, your franchise rights will remain unaffected. The terms and provisions of the license agreement cannot be modified without written authorization from both parties.

### Protection Against Infringement

You must also promptly tell us when you learn about unauthorized use of our copyrights, recipes, manuals, or challenge to your use of any of our other proprietary information. The franchise agreement does not require us to take any action when we are notified of such uses or claims, but we will respond to this information as we believe appropriate. We have the right to control any administrative proceedings or litigation.

We are not required to defend or indemnify you for any damages from any proceeding based on patents, copyright, or other intellectual property. You are given the right to protect yourself, at your sole cost, from any of these claims if we elect not to prosecute the claim of infringement or unfair competition; however, we have the right to control any administrative proceedings or litigation involving the patents or copyrights, and you will proceed in strict coordination and oversight by us. You may not act contrary to our rights in the patents or copyrights.



### Improvements to the System

Any improvements you make to the system will be owned by us and considered a “work-made-for-hire” as defined in Section 101 of Title 17 of the United States Code.

### Government Determinations Regarding Patents and Copyrights

There are presently no effective determinations by the United States Patent and Trademark Office, the United States Copyright Office, or any court regarding a patent or copyright. There are no agreements currently in effect that significantly limit our rights to use or license the use of any patent or copyright.

### Infringing Uses

There are presently no known infringements of the copyrights or patents.

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

### On-Premises Supervision

We recommend but do not require on-premises supervision by your operating principal. However, your operating principal must be your primary point of contact with us.

### Participation by Your Operating Principal

Your operating principal must personally participate in the direct operation and supervision of the franchise business, but unless your operating principal acts as the full time manager of the franchise business, your operating principal is not required to work a certain or minimum number of hours; however, your operating principal must work sufficient hours to operate your franchise or supervise your managers so that your franchise business is operating at maximum capacity and efficiency. You must have at least one manager on-site during business operations.

You must also maintain sufficient supplies and materials and employ adequate personnel to operate the franchise business at maximum capacity and efficiency. Your operating principal must conduct frequent inspections of the franchise business to ensure the highest standards of professionalism, cleanliness and a general pleasant appearance, and compliance with our approved methods.

Although we do not require your operating principal to be involved in the day-to-day on-premises management, at all times during the term of your franchise agreement, your operating principal is required to participate in your franchise business as follows: (i) attend and complete all required training and ongoing training courses; (ii) attend any annual or special meetings of franchisees; and (iii) be directly involved in all personnel decisions affecting the franchise business.

### Who Must Attend and Successfully Complete Training

Your operating principal must attend and successfully complete our initial training program.

### Restrictions on the On-Premises Supervisor

We do not put a limitation on whom you can hire as your on-premises supervisor or manager. Your on-premises supervisor or manager is not required to have an equity interest in the franchise business.

### No Competing Enterprises

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

### Required Operations

You must operate the franchise business at least 3 days per month throughout the year.

### Personal Guarantees

Any individual who owns a 10% or greater interest in the franchise business must personally guarantee the performance of all your obligations under the franchise agreement and agree to be personally bound by, and liable for, the breach of every provision of the franchise agreement. We do not require a spousal guaranty.

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

We do not restrict your access to customers, and you may accept orders from anywhere (so long as the customer comes to your location for pickup), even if that customer is in another franchisee's territory. However, you are not permitted to market in another franchisee's territory or deliver products or perform services in another franchisee's territory.

You may provide and sell only those products and services specified and approved by us in writing. No product or service may be added to, altered, or discontinued by your franchise business unless it is first approved by us in writing. You must offer all products and services required by us. We reserve the right to add, modify, or delete products and/or services that you will be required to offer. There are no limits on our right to do so. You must strictly follow our policies, procedures, specifications, methods, and techniques concerning all our products and services.

You may offer additional services and products that are unique to your area in an effort to blend in with your community; however, you must obtain our written approval before such services and products are offered.

**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.**

	<b>Provision</b>	<b>Section in Franchise or other Agreement</b>	<b>Summary</b>
a.	Length of the franchise term	Section 2.1	The term is 2 years. The franchise term will begin upon signing the franchise agreement.
b.	Renewal or extension of the term	Section 2.2	If you are in good standing at the end of the franchise term, you will have the option to enter into a new successor franchise agreement for an additional term of 1, 2, or 3 years. Your successor agreement may also provide an option to enter into a subsequent successor franchise agreement.
c.	Requirements for franchisee to renew or extend	Section 2.2	<p>In order to renew, you must, among other things, not be in default, pay a successor franchise fee, modernize your franchise business to our then-current standards, and sign the then-current successor franchise agreement, which may have materially different terms from the previous agreement, and sign a release (subject to state law).</p> <p>When renewing, you may be asked to sign a contract with materially different terms and conditions than your original contract. You are required to give us notice of your intent to renew between 3 and 6 months prior to the expiration of your franchise agreement (subject to state law).</p> <p>If at the time for renewal we are not offering franchises in the U.S. or cannot by law offer a renewal franchise to you, your existing franchise agreement will be extended for a one-year period. If, at the</p>

			end of the one-year extension we still are not offering or cannot offer a renewal franchise to you, the franchise agreement will automatically expire, and you will not have any further renewal or extension rights.
d.	Termination by franchisee	Section 11.4	There are no provisions in the franchise agreement that permit you to terminate the franchise agreement. However, some states may allow you to terminate as permitted by state law.
e.	Termination by franchisor without cause	Section 11.1	We must have cause to terminate the franchise agreement.
f.	Termination by franchisor with cause	Section 11.1	We can terminate if you materially breach and fail to cure. There are certain breaches for which we can terminate without giving you an opportunity to cure. (See (h) below).
g.	“Cause” defined – curable defaults	Paragraphs 11.1 M-R	You have between 24 hours and 30 days to cure certain material defaults of the franchise agreement.
h.	“Cause” defined - non-curable defaults	Paragraphs 11.1 - A-L	Non-curable defaults include insolvency, bankruptcy, conviction of a felony, fraud, repeated defaults even if cured, harm or threat of harm to the public, abandonment, trademark misuse, etc.
i.	Franchisee’s obligations on termination/non-renewal	Section 12.1	Obligations include complete de-identification, payment of amounts due, compliance with the brand protection agreement, etc. (See also (r) below).
j.	Assignment of contract by franchisor	Section 14.1	There are no restrictions on our right to assign.
k.	“Transfer” by franchisee - defined	Section 14.2	The definition of transfer by you includes the assignment and transfer of contracts, security interests, ownership change, the sale of substantially all your assets, etc.
l.	Franchisor approval of transfer by franchisee	Section 14.2	We must approve all transfers, but we will not unreasonably withhold our approval.
m.	Conditions for franchisor approval of transfer	Sections 14.3 - 14.8	Conditions to transfer include you are not in default, all fees are current, new franchisee qualifies, transfer and training fees are paid, purchase agreement is approved, training for new transferee arranged, new franchisee signs the then-current franchise agreement, a release is signed by you, etc. You must also coordinate with the transferee to ensure coverage for your customers during the transferee’s initial training. These

			conditions are subject to state law (see state specific addenda).
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 14.9	We can match any offer for your franchise business or business assets within 30 days of written notice to us of the offer.
o.	Franchisor's option to purchase franchisee's business	Sections 13.1 and 14.12	<p>Upon termination or expiration of the franchise agreement, we can elect to buy all or part of your business assets at fair market value within 30 days.</p> <p>Additionally, if we receive an offer to acquire a majority of the franchises or an offer to purchase a majority of our assets or stock, or to merge or go public or similar transactions, we have the option to purchase all your rights and interests in and under the franchise agreement and your franchise business at fair market value.</p>
p.	Death or disability of franchisee	Section 14.10	Within 180 days of death or disability of your majority owner, your personal representative must be approved, and a new manager must be trained, if applicable, or franchise must be assigned to an approved buyer. We have the right to operate your franchise business until a trained manager is in place. You will be charged our interim management fee, plus our costs, for us to manage your franchise business during this time. You will also be responsible for royalties and other fees during the time of our operation.
q.	Non-competition covenants during the term of the franchise	Section 16.1	No involvement in a competing business anywhere without our written consent. Non-competition provisions are subject to state law.
r.	Non-competition covenants after the franchise is terminated, transferred or expires	Sections 16.3 – 16.4	<p>No competing business for 3 years within your former territory, or within 15 miles of your territory, or within 5 miles of any other Wiki-Licious® franchise, company or affiliate owned Wiki-Licious® business (including after assignment).</p> <p>If you compete within the restrictive period, then this non-compete period will be tolled and extended for the period of your competition. Non-competition provisions are subject to state law.</p>

			For a period of 3 years from termination, transfer, or expiration of your franchise agreement, you cannot divert or attempt to divert any business or customer from us, an affiliate, or our franchisees or injure our goodwill.
s.	Modification of the agreement	Section 20.11	Modifications must be made in writing and signed by both parties, but policies and procedures are subject to change by us.
t.	Integration/merger clause	Section 20.10	Only the terms of the franchise agreement are binding (subject to state law). No provision in the franchise agreement is intended to disclaim the representations made in this franchise disclosure document. Any representations or promises made outside of the franchise disclosure document and other agreements may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Section 17.2	Except for certain claims, for all disputes, there must be a face-to-face meeting, mediation and arbitration (see state specific addenda).
v.	Choice of forum	Sections 17.2.3 and 19.2	All dispute resolution must be held in Anchorage, Alaska or the county where our then-current headquarters is located (subject to state law).
w.	Choice of Law	Sections 17.2.3(viii), 19.1 and 19.5.	Alaska law the Federal Arbitration Act, and the United States Trademark Act apply. (subject to applicable 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.

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are



purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Mary Cannon at mary@wiki-licious.com and (801) 643-6654, or the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20  
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1  
Systemwide Outlet Summary  
For Years 2022 to 2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	14	+14
	2023	14	31	+17
	2024	31	48	+17
Company Owned	2022	1	1	+0
	2023	1	1	+0
	2024	1	1	+0
Total Outlets	2022	1	15	+14
	2023	15	32	+17
	2024	32	49	+17

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

State	Year	Number of Transfers
Arizona	2022	0
	2023	0
	2024	1
Tennessee	2022	0
	2023	0
	2024	1
Total	2022	0
	2023	0
	2024	2

**Table No. 3  
Status of Franchised Outlets  
For Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
Alabama	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Alaska	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
Arizona	2022	0	8	0	0	0	0	8
	2023	8	1	0	0	0	1	8
	2024	8	5	0	1	0	2	10
Arkansas	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	1	0
Colorado	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Delaware	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Idaho	2022	0	2	0	0	0	0	2
	2023	2	2	0	1	0	0	3
	2024	3	2	0	1	0	1	3
Iowa	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Florida	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Nebraska	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	1	1
New Mexico	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1

	2024	1	0	0	0	0	0	1
South Carolina	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Tennessee	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Texas	2022	0	1	0	0	0	0	1
	2023	1	5	0	0	0	0	6
	2024	6	3	0	0	0	0	9
Utah	2022	0	2	0	0	0	0	2
	2023	2	8	0	0	0	2	8
	2024	8	2	0	0	0	0	10
Total	2022	0	14	0	0	0	0	14
	2023	14	21	0	1	0	3	31
	2024	31	24	0	2	0	5	48

**Table No. 4**  
**Status of Company-Owned Outlets**  
**For Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Alaska	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	1	0
Arizona	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Total	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	1	0	0	1	1

**Table No. 5**  
**Projected Openings as of December 31, 2024**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
California	0	5	5
Florida	0	0	10
Georgia	0	0	2
Nevada	0	0	2
Pennsylvania	1	0	0
Utah	0	0	2
Total	1	5	21

List of Franchisees

Exhibit “C” contains a list of our current franchisees. This is a new franchise offer and no franchises were sold, transferred, terminated, not renewed, reacquired or left the system at time of preparation of this disclosure document. If you invest in this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Disclosure of Franchisee Information

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

Franchisee Organizations

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

**ITEM 21**  
**FINANCIAL STATEMENTS**

We are a start-up franchise. Our audited financial statements dated December 31, 2024, December 31, 2023, December 31, 2022 and our unaudited interim financials dated March 31, 2025 are attached as Exhibit “B.” Our fiscal year ends on December 31 of each year. The franchisor has not been in business for 3 years or more and cannot include all the financial statements required by the Rule for its last 3 fiscal years.

## **ITEM 22 CONTRACTS**

We have attached the following contracts: as Exhibit “A,” the Franchise Agreement and its Exhibits (including Exhibit “A-9”) as the Franchisee’s Report); and as Exhibit “G,” the Form Release Agreement. All other contracts and agreements are to be entered into with persons of your choice and therefore cannot be attached.

## **ITEM 23 RECEIPT**

The last 2 pages of this disclosure document contain a receipt, in duplicate. The receipt is a detachable acknowledgement that you have received this Franchise Disclosure Document. Both receipts should be signed and dated by you. One copy should be returned to us, and you should keep the other for your records. If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated receipt either by mailing it to us at 1120 Huffman Rd #24-622, Anchorage, Alaska 99515, or by emailing it to us at [mary@wiki-licious.com](mailto:mary@wiki-licious.com).

**ADDENDUM TO THE WIKI-LICIOUS® FDD  
STATE REGULATIONS**

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



**STATE REGULATIONS  
FOR THE STATE OF MINNESOTA**

**THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

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

1. Governing law, choice of forum, and jurisdiction and venue provisions of the disclosure document and franchise agreements are amended to include the following:

Minnesota statute ' 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws or the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. ' 80C.14, subdivisions 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.
3. As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), franchisor will reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee's right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
4. Minnesota Rule Part 2860.4400D prohibits requiring a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the

laws of Minnesota, or consenting to liquidated damages, termination penalties or judgment notes.

5. The disclosure document and franchise agreements are hereby amended to exclude from any release requirements the release of claims under Minnesota Franchise Law.
6. Any limitation of claims must comply with Minn. Stat. ' 80C.17, subdivision 5.
7. Any fee regarding insufficient funds for a dishonored check must comply with Minn. Stat. § 604.113, subdiv. 2(a), which puts a cap of \$30 on service charges.
8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

---

Franchisee (Signature)

**STATE FDD ADDENDUM  
FOR THE STATE OF MARYLAND**

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

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

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

- The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
- A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
- The franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its rights 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 legal enforceable.
- Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law.
- 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.
- Significant Expansion: In the last two years, the franchisor expanded significantly. This franchise is likely to be a riskier investment than a franchise that grows gradually.

**STATE REGULATIONS  
FOR THE COMMONWEALTH OF VIRGINIA**

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, any 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.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Wiki-Licious Franchises LLC for use in the Commonwealth of Virginia shall be amended as follows:

The following statements are added to Item 17.h:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement and area developer agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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

The following statement is added to Item 5:

“The Virginia State Corporation Commission’s Division of Securities and Retail Franchising require us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement and the franchise agreement.

**EXHIBIT "A"**  
**TO THE FDD**

**FRANCHISE AGREEMENT**

**EXHIBIT "B"  
TO THE FDD**

**FINANCIAL STATEMENTS  
(Attached)**

Audited Financial Statements dated December 31, 2024  
Audited Financial Statements dated December 31, 2023  
Audited Financial Statements dated December 31, 2022

Unaudited Financial Statements dated March 31, 2025\*

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

**EXHIBIT "C"  
TO THE FDD**

**SCHEDULE OF FRANCHISEES:  
(as of December 31, 2024)**

**1. Current Franchisees**

<b>State</b>	<b>Location</b>	<b>Franchisee</b>	<b>Address of Outlet</b>	<b>Phone</b>
Alabama	Bibb	Mechele Barrow	3323 River Bend Rd West Blocton, AL 35184	205-413-0464
Alabama	Dothan	Angela Oliver	6818 W 3800 S West Valley City, UT 84128	801-864-9391
Alaska	Fairbanks	Melissa and JD Erhard	2335 Planters Lane Unit B North Pole, AK 99705	907-982-7479
Alaska	Anchorage	Fakatouola Tatafu	936 Gambell ST., Anchorage, AK 99501	907-205-8222
Arizona	San Tan Valley	Princess Reyes	10013 E. Tillman Ave., Mesa, AZ 85212	224-392-2535
Arizona	Cave Creek	Katrina Haines	31331 N 169 <sup>th</sup> Pl Rio Verde, AZ 85263	408-569-1784
Arizona	Chandler	Repeka Avegalio	2955 E Mahogany Pl Chandler, AZ 85249	707-688-9357
Arizona	Glendale	Ann Sueyoshi	5201 West Olive Ave Unit 146 Glendale, AZ 85302	602-999-2092
Arizona	Mesa	Princess Reyes	10013 E Tillman Mesa, AZ 85212	224-392-2535
Arizona	Scottsdale	Princess Reyes	10013 E Tillman Mesa, AZ 85212	224-392-2535
Arizona	Tempe	Princess Reyes	10013 E Tillman Mesa, AZ 85212	224-392-2535
Arizona	White Mountains	Sarai Franco	3353 Reidhead St. Heber, AZ 85928	602-571-7385
Arizona	Surprise	Monica Davis	12251 N. 141st Ct Surprise, AZ 85379	623-521-8709
Arizona	Tucson	Kelly Clark	1201 E. Blacklidge Dr. Tucson, AZ 85719	540-622-4993
Colorado	Colorado Springs North	Adam Ross	5266 Balsam St. Colorado Springs, CO 80923	719-505-3795
Colorado	Durango	Kirsten Westbrook	1251 CR 514 Ignancio, CO 81137	970-769-2449
Delaware	Dover	Deidre Garoutte	48 Falls Rd, North East, MD 21901	410-441-4655
Idaho	Kootenai	Tulinh Luciano- DeSmith	791 W Rimbaud Avenue, Coeur d'Alene Idaho, 83815	808-348-3136
Idaho	Boise	Jeff Thompson	5830 Riverbend Ln	208-353-8808

			Boise, ID 83703	
Idaho	Rexburg	Levin & BJ Kelsey	4 D St. Sugar City, ID 83448	208-313-8106
Iowa	Atkins	Tami & Jeffrey Timm	629 Deer Ridge Dr, Atkins, IA 52206	319-361-4663
Florida	Panama City	John Taylor	503 Lori Ln. Lynn Haven, FL 32444	850-829-5462
Florida	St. Johns	Steven Gladden	3244 Wandering Oaks Dr. Orange Park, FL 32065	904-8382417
Nebraska	Bee	Janis and Brad Luebe	2114 U Rd Bee, NE 68314	402-860-1273
New Mexico	Farmington	Emily Ikahihifo	8475 Foothills Dr. Farmington, NM	505-879-2370
South Carolina	Gaffney	Crystal Price	2505 Love Springs Rd. Gaffney, SC 29341	864-425-0905
South Carolina	Golden Corner	Belle Oakley	163 Welters Cove Rd. Westminster, SC 29693	843-309-4260
Tennessee	Nashville	Michaels Coghill	271 Banberry Dr. SW, McDonald, TN 37353	615-574-0114
Tennessee	Chattanooga	Michaels Coghill	271 Banberry Dr. SW, McDonald, TN 37353	615-574-0114
Texas	Eules, Bedford, Hurst (mid-cities)	Chantelle Williams	417 E. Whitener Rd. Eules, TX 76040	254-368-5246
Texas	Killeen	Eileen Silao	1310 Bonner Dr Killeen, TX 76549	907-331-9246
Texas	Galveston	Kristi and Michael Elliott	525 Pedernales St Webster, TX 77598	832-258-1962
Texas	Lubbock	Rodney Oaks	3304 37th St. Lubbock, TX 79413	806-392-2361
Texas	San Antonio West	Virgil and Jocelyn Bascos	15218 McKays Lark San Antonio, TX 78253	714-337-2147
Texas	Plano	Rocky Hansana	1711 Marquette Rd. Princeton, TX 75407	214-668-5435
Texas	North Austin	Milagros Mena	307 Leo Ln. Killeen, TX	254-4235679
Texas	North East Houston	Tama Satoa	15110 Elstree Dr Channelview, TX	281-910-1740
Texas	New Braunfels	Virgil and Jocelyn Bascos	15218 McKays Lark San Antonio, TX 78253	714-337-2147
Utah	Box Elder	Malissa Freeze	316 W. 400 N. Tremonton, UT 84337	435-650-4415
Utah	Cache Valley	Audrey Hoffman	3091 Maple Valley Rd, Nibley, UT 84321	435-760-7682
Utah	Roosevelt	Cindee Labrum	566 E 1565 S. Roosevelt, UT 84066	435-724-1834
Utah	Vernal	Kristy Heaton	866 N. 2000 W. Vernal, UT 84078	801-703-0041
Utah	SW Salt Lake	Rylee & Austin	1068 Walden Dr. Murray, UT 84123	385-232-0509
Utah	Davis	Dona Reed	637 N 1260 W	801-549-8359

			Clinton, UT 84015	
Utah	Midway	Gina Honey	170 Fox Den Ln, Midway, Utah 84049	801-718-2068
Utah	St. George	Heather Costa	2141 E 390 N Circle St. George, UT 84790	801-602-1365
Utah	Weber	Tawna Nielson	844 E 1900 S Clearfield, UT 84015	801-309-9512
Utah	West Valley	Diana Marisa Amosa	6818 W 3800 S West Valley City, UT 84128	801-864-9391

**2. Closed Franchises.** Franchisees that have been terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during 2024:

State	City	Franchisee Name	Phone
Arizona	Surprise	Alina Knapp	385-231-4147
Arizona	Tucson	Selena Woolf	619-746-4747
Arizona	South Mountain	Sarah Hernandez	602-315-2636
Arkansas	Jonesboro	Sai Kattaviravong	870-273-5633
Idaho	Boise	Megan Hudson	208-871-4884
Idaho	Idaho Falls	Laura Karinen	907-312-6521
Nebraska	Omaha	Kellye Zubizaretta-Jones	208-871-5428
Pennsylvania*	Renovo	Julissa Zona	510-303-9057

\* This franchise purchased a franchise but never opened their business for personal reasons.

**3. Transfers.** Franchisees transferred their franchise in 2024:

State	City	Franchisee Name	Phone
Arizona	San Tan	Tawna Ellsworth	480-707-2746
Tennessee	Chattanooga	Dalton Coghill	615-979-8299

**4. Franchisees that have not communicated within the last 10 weeks.**

State	City	Franchisee Name	Phone
Texas	Plano	Rocky Hansana	214-668-5435

**EXHIBIT “D”  
TO THE FDD**

**LIST OF AGENTS FOR SERVICE OF PROCESS**

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

<b>STATE</b>	<b>CONTACT</b>	<b>DEPARTMENT</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>
California	Commissioner of Financial Protection and Innovation	Department of Financial Protection and Innovation	2101 Arena Blvd., Sacramento, CA 95834	(916) 445-7205 (866) 275-2677 <a href="http://www.dfpi.ca.gov">www.dfpi.ca.gov</a> <a href="mailto:ask.DFPI@dfpi.ca.gov">ask.DFPI@dfpi.ca.gov</a>
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Suite 315, West Tower, Atlanta, GA 30334	
Hawaii	Commissioner of Securities	Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch	335 Merchant Street, Room 203, Honolulu, HI 96813	(808) 586-2722
Illinois	Chief, Franchise Division	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4465
Indiana	Indiana Secretary of State		210 State House, Indianapolis, IN 46204	
Maryland	Maryland Securities Commissioner	Division of Securities; Office of Attorney General	200 St. Paul Place, 20 <sup>th</sup> Floor, Baltimore, MD 21202-2020	(410) 576-6360
Michigan	Antitrust and Franchise Business	Michigan Department of the Attorney General's Office; Franchise Administrator; Consumer Protection Division	6546 Mercantile Way, Lansing, MI 48910	(517) 373-7117
Minnesota	Commissioner of Commerce	Minnesota Department of Commerce	85 7 <sup>th</sup> Place East, Suite 280, St. Paul, MN 55101	(651) 539-1600
New York	New York Department of State		99 Washington Avenue, 6 <sup>th</sup> Floor,	(518) 473-2492

			Albany, NY 12231-0001	
North Dakota	Securities Commissioner		600 East Boulevard Ave., State Capitol Fourteenth Floor, Dept. 414, Bismarck, ND 58505-0510	(701) 328-4712
Oregon	Director of Insurance & Finance	Business Service Division of Finance and Corporate Securities Labor and Industries Building	Salem, OR 97310	(503) 378-4387
Rhode Island	Chief Securities Examiner of Business Regulation	Department of Business Regulation Securities Division	1511 Pontiac Avenue, John O. Pastore Complex – Building 69-1, Cranston, RI 02920	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 South Euclid Avenue, 2 <sup>nd</sup> Floor, Pierre, SD 57501-3185	(605) 773-3563
Virginia	Clerk of the State Corporation Commission		1300 East Main Street, 1 <sup>st</sup> Floor, Richmond, VA 23219	
Washington	Department of Financial Institutions	Securities Division	150 Israel Rd SW Tumwater, WA 98501	(360) 902-8760
Wisconsin	Wisconsin Commissioner of Securities	Franchise Investment Division	101 East Wilson Street, Fourth Floor, Madison, WI 53702	

**EXHIBIT "E"  
TO THE FDD**

**LIST OF STATE AGENCIES RESPONSIBLE FOR  
FRANCHISE DISCLOSURE/REGISTRATION LAWS**

<b>STATE</b>	<b>CONTACT</b>	<b>DEPARTMENT</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>
California	Commissioner of Financial Protection and Innovation <a href="http://www.dfpi.ca.gov">www.dfpi.ca.gov</a> <a href="mailto:ask.DFPI@dfpi.ca.gov">ask.DFPI@dfpi.ca.gov</a>	Department of Financial Protection and Innovation	<u>Sacramento:</u> 2101 Arena Blvd., Sacramento, CA 95834 <u>San Diego:</u> 1455 Frazee Road, Suite 315, San Diego, CA 92108 <u>San Francisco:</u> One Sansome Street, Ste. 600, San Francisco, CA 94101 <u>Los Angeles:</u> 320 West 4 <sup>th</sup> Street, Ste. 750, Los Angeles, CA 90013-2344	<u>Sacramento:</u> (916) 445-7205 <u>San Diego:</u> (619) 525-4233 <u>San Francisco:</u> (415) 972-8559 <u>Los Angeles:</u> (213) 576-7500 <u>Toll Free:</u> (866) 275-2677
Connecticut	Securities and Business Investment Division	Connecticut Department of Banking	260 Constitution Plaza, Hartford, CT 06103-1800	(860) 240-8233
Florida	Division of Consumer Services	Department of Agriculture and Consumer Services	P.O. Box 6700, Tallahassee, FL 23214-6700	(805) 488-2221 Fax: (805) 410-3804
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Ste. 315, West Tower, Atlanta, GA 30334	
Hawaii	Business Registration Division, Commissioner of Securities	Department of Commerce and Consumer Affairs	P.O. Box 40, Honolulu, HI 96810	(808) 586-2744
Illinois	Franchise Bureau	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4436

Indiana	Franchise Section	Indiana Securities Division, Secretary of State	302 West Washington Street, Room E-111, Indianapolis, IN 46204	(317) 232-6681
Iowa	Iowa Securities Bureau		340 Maple, Des Moines, Iowa 50319-0066	(515) 287-4441
Maryland	Office of the Attorney General	Division of Securities	200 St. Paul Place, 20 <sup>th</sup> Floor, Baltimore Maryland 21202-2020	(410) 576-6360
Michigan	Michigan Attorney General's Office	Consumer Protection Division; Attn: Franchise Section	525 West Ottawa Street, Williams Building, 6 <sup>th</sup> Floor, Lansing, MI 48933	(517) 373-7117
Minnesota	Minnesota Department of Commerce	Securities – Franchise Registration	85 7 <sup>th</sup> Place East, Suite 280, St. Paul, Minnesota 55101-2198	(651) 539-1600
Nebraska	Bureau of Securities/Financial Institutions Division	Department of Banking and Finance	1526 K Street, Suite 300, Lincoln, NE 68508-2732	(402) 471-3445
New York	NYS Department of Law	Investor Protection Bureau	28 Liberty St. 21 <sup>st</sup> Floor, New York, NY 10005	(212) 416-8222 Fax: (212) 416-6042
North Dakota	Franchise Examiner	North Dakota Securities Department	600 East Boulevard Avenue, State Capitol 14 <sup>th</sup> Floor, Dpt 414, Bismarck, ND 58505-0510	(701) 328-4712
Oregon	Division of Finance and Corporate Securities	Department of Consumer and Business Services	Labor and Industries Building	(503) 378-4140 Fax: (503) 947-7862
Rhode Island	Securities Division	Department of Business Regulation	1511 Pontiac Avenue, John O. Pastore Complex 69-1, Cranston, RI 02920-4407	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 S. Euclid 2 <sup>nd</sup> Floor, Pierre, SD 57501-3185	(605) 773-3563 Fax: (605) 773-5953
Texas	Secretary of State	Registration Division	P.O. Box 13193, Austin, TX 78711-3193	(512) 475-1769

			1719 Brazos, Austin, TX 78707	
Utah	Division of Consumer Protection	Utah Department of Commerce	160 East 300 South, SM Box 146704, Salt Lake City, UT 84114- 6704	(801) 530- 6601 Fax: (801) 530- 6001
Virginia	State Corporation Commission	Division of Securities and Retail Franchising	1300 East Main Street, 9 <sup>th</sup> Floor, Richmond, VA 23219	(804) 371- 9051
Washington	Securities Division	Department of Financial Institutions	150 Israel Rd. SW Tumwater, WA 98501	(360) 902- 8760
Wisconsin	Division of Securities	Department of Financial Institutions	P.O. Box 1768, Madison, WI 53701	(608) 266- 2801
Federal Trade Commission	Division of Marketing Practices	Bureau of Consumer Protection	Pennsylvania Avenue at 6 <sup>th</sup> Street, NW, Washington DC 20580	(202) 326- 3128

**EXHIBIT "F"  
TO THE FDD**

**TABLE OF CONTENTS FOR THE OPERATIONS MANUAL**

**EXHIBIT "G"  
TO THE FDD**

**RELEASE AGREEMENT (FORM)**

**EXHIBIT "H"**  
**TO THE FDD**  
**SIGNING CHECKLIST**

### State Effective Dates

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

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

<u>State</u>	<u>Effective Date</u>	<u>State</u>	<u>Effective Date</u>
California	_____	New York	_____
Hawaii	_____	North Dakota	_____
Illinois	_____	Rhode Island	_____
Indiana	April 17, 2024	South Dakota	_____
Maryland	Pending	Virginia	_____
Michigan	July 8, 2024	Washington	_____
Minnesota	_____	Wisconsin	_____

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

**RECEIPT**  
(Franchisee’s Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Wiki-Licious Franchises LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Wiki-Licious Franchises LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator listed in Exhibit “E.” Wiki-Licious Franchises LLC authorizes the respective state agencies identified on Exhibit “D” to receive service of process for it in the particular state.

The issuance date of this disclosure document is April 30, 2025.

Wiki-Licious Franchises LLC is located at 1120 Huffman Rd #24-622, Anchorage, Alaska 99515. Its telephone number is (801) 643-6654. The names, business addresses, and phone numbers of each franchise seller offering this franchise is as follows:

Name	Address	Phone Number
Mary Cannon	1120 Huffman Rd #24-622 Anchorage, Alaska 99515	(801) 643-6654

If your franchise seller’s name and contact information is not listed above, please list the name, address, and phone number of the franchise seller below:

I received a disclosure document dated April 30, 2025 that included the following Exhibits:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>A. Franchise Agreement and Its Exhibits</li> <li>B. Financial Statements</li> <li>C. Schedule of Franchisees</li> <li>D. List of Agents for Service of Process</li> </ul> | <ul style="list-style-type: none"> <li>E. List of State Agencies Responsible for Franchise Disclosure and Registration Laws</li> <li>F. Table of Contents for operations Manual</li> <li>G. Release Agreement</li> <li>H. Signing Checklist</li> </ul> |
|--|--|

Date: \_\_\_\_\_  
(Do not leave blank)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
(If signing on behalf of a company)

Name: \_\_\_\_\_  
(Print name)

Please keep this copy for your records.



**RECEIPT**  
(Franchisor’s Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Wiki-Licious Franchises LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Wiki-Licious Franchises LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator listed in Exhibit “E.” Wiki-Licious Franchises LLC authorizes the respective state agencies identified on Exhibit “D” to receive service of process for it in the particular state.

The issuance date of this disclosure document is April 30, 2025.

Wiki-Licious Franchises LLC is located at 1120 Huffman Rd #24-622, Anchorage, Alaska 99515. Its telephone number is (801) 643-6654. The names, business addresses, and phone numbers of each franchise seller offering this franchise is as follows:

Name	Address	Phone Number
Mary Cannon	1120 Huffman Rd #24-622 Anchorage, Alaska 99515	(801) 643-6654

If your franchise seller’s name and contact information is not listed above, please list the name, address, and phone number of the franchise seller below:

I received a disclosure document dated April 30, 2025 that included the following Exhibits:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>A. Franchise Agreement and Its Exhibits</li> <li>B. Financial Statements</li> <li>C. Schedule of Franchisees</li> <li>D. List of Agents for Service of Process</li> </ul> | <ul style="list-style-type: none"> <li>E. List of State Agencies Responsible for Franchise Disclosure and Registration Laws</li> <li>F. Table of Contents for operations Manual</li> <li>G. Release Agreement</li> <li>H. Signing Checklist</li> </ul> |
|--|--|

Date: \_\_\_\_\_  
(Do not leave blank)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
(If signing on behalf of a company)

Name: \_\_\_\_\_  
(Print name)

If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated receipt by mailing it to Wiki-Licious Franchises LLC at 1120 Huffman Rd #24-622, Anchorage, Alaska 99515, or by emailing a copy of the signed and dated receipt to mary@wiki-licious.com.

