# FRANCHISE DISCLOSURE DOCUMENT

**Meet Fresh Franchising LLC**
a California limited liability company
227 North Sunset Avenue
City of Industry, California 91744
(626) 723-4924
franchising@meetfresh.us
www.meetfresh.us

We offer area development rights and single unit franchises awarding the right to operate a brick and mortar dessert store under the Meet Fresh trademarks and business systems featuring Taiwanese desserts and beverages such as taro balls, grass jelly, shaved ice, tofu pudding, tea-based beverages, as well as other complementary menu items.

The total investment necessary to begin operation of a Meet Fresh store is $507,500 to $795,000. This includes $40,000 to $55,000 that must be paid to us or our affiliate.

The total investment necessary to begin operation as an area developer depends on the number of stores you commit to open, which number of stores must be no less than 5. You pay us an Area Development Fee of $20,000 for each store in your Development Schedule when you sign the Area Development Agreement. We will then give you a credit of $20,000 against the total Initial Franchise Fee due each time you sign the Franchise Agreement applicable to each Meet Fresh store you commit to open.

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 government agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Ching-Yi Fu, General Manager, Meet Fresh Franchising, LLC, 227 North Sunset Avenue, City of Industry, California 91744 or (telephone (626) 723-4924), franchising@meetfresh.us.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

**Issuance Date:**  March 6, 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 |
|---|---|
| **How much can I earn?** | Item 19 may give you information about outlet sales, costs, profits and losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D. |
| **How much will I need to invest?** | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use. |
| **Does the franchisor have the financial ability to provide support to my business?** | Item 21 or Exhibit A includes financial statements. Review these statements carefully. |
| **Is the franchise system stable, growing, or shrinking?** | Item 20 summarizes the recent history of the number of company-owned and franchised outlets. |
| **Will my business be the only Meet Fresh business in my area?** | Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you. |
| **Does the franchisor have a troubled legal history?** | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings. |
| **What's it like to be a Meet Fresh franchisee?** | Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences. |
| **What else should I know?** | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents. |

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

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

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

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

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

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

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

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

### Some States Require Registration

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

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

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in California. 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 California than in your own state.

2. **Minimum and/or Maximum Prices**. You must comply with minimum and/or maximum prices set by the franchisor for the goods and services you sell. This requirement may reduce your anticipated revenue and profit.

3. **Promotional Pricing**. You must participate in any promotional pricing established by the franchisor. This requirement may reduce your anticipated revenue and profit.

Certain states may require other risks to be highlighted. If so, check the "State Specific Addenda" pages for your state.

## NOTICE REQUIRED
## BY
## STATE OF MICHIGAN

**The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.**

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

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

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

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

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

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

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

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

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

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

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

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

If the franchisor’s most recent financial statements are unaudited and which show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligation, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

**The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.**

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

THIS MICHIGAN NOTICE ONLY APPLIES TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHIES IN MICHIGAN.

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

To simplify the language in this Franchise Disclosure Document ("Disclosure Document"), "Company," "us,", "we" and "our" refer to Meet Fresh Franchising LLC, the franchisor. We refer to a person who buys a franchise from us as "you." If you are a corporation, limited liability company, partnership or other business entity, "you" also includes your owners. Capitalized terms not defined in this Disclosure Document have the same meanings ascribed to them in the Franchise Agreement attached as Exhibit B to this Disclosure Document.

**The Franchisor and any Parents, Predecessors and Affiliates.**
We are a California limited liability company formed on March 8, 2016. Our principal place of business is at 227 North Sunset Avenue, City of Industry, California 91744. We have no predecessors. We do not conduct business under any other name.

Our parent company is Easy Way USA, Inc. ("Easy Way USA"), a Delaware corporation, formed on May 31, 2013. It has the same principal place of business as we do. Easy Way USA may provide consultancy and training services to you. Easy Way USA does not offer franchises in any line of business.

Easy Way USA is wholly-owned by Easy Way Station Co., Ltd. ("Easy Way Station"), a company formed under the laws of Taiwan, Republic of China, on December 12, 2003. Easy Way Station's predecessor company is Leisure Station Co., Ltd., a company formed under the laws of Taiwan, Republic of China, on January 10, 1997. Easy Way Station's principal place of business is at No. 39, Wucyuan Rd., New Taipei Industrial Park, New Taipei City, Taiwan. Easy Way Station owns the Marks that we describe in Item 13, which Easy Way Station licenses to us to use and sublicense to franchisees in the United States. Since January of 2007, Easy Way Station has directly and indirectly owned and operated Meet Fresh Stores outside the United States, primarily in Taiwan and China. Since August of 2007, Easy Way Station has licensed the Marks to other licensees/franchisees outside the United States, primarily in Taiwan, Australia, China, New Zealand, Canada, Japan, Vietnam, Thailand, Philippines and the United Kingdom.

Our affiliate, Easy Way Express, LLC ("Express"), is a California limited liability company formed on June 8, 2017. It has the same principal place of business as we do. Express will be a supplier of certain proprietary products to you. Express does not offer franchises in any line of business.

Our affiliate, Easy Way Formula, LLC ("Formula"), is a California limited liability company formed on August 20, 2013. As of December 31, 2024, Formula owns and operates 8 U.S. Meet Fresh stores, all in California. Formula does not offer franchises in any line of business.

While our affiliates operate Meet Fresh stores, we do not operate businesses of the type that we offer as franchises. We have not in the past, nor do we currently engage in any other business activities besides administering the Meet Fresh franchise program in the United States. We have been offering Meet Fresh franchises since April 19, 2016. We have never offered franchises in any other line of business.

**Agent for Service of Process**
Our agent for service of process is Chingyi Fu, General Manager, at 227 North Sunset Avenue, City of Industry, California 91744. Our agent in California is the Commissioner of the California Department of Financial Protection and Innovation. Exhibit E identifies any agents we have in certain other states.

**The Franchises We offer**

We began offering franchises for Meet Fresh stores in 2016. A Meet Fresh franchisee operates a brick and mortar retail store that sells Taiwanese desserts and beverages such as taro balls, grass jelly, shaved ice, tofu pudding and tea-based beverages, as well as other complementary menu items (a "Meet Fresh Store"). The award of a franchise gives you the right to own and operate one Meet Fresh Store at an approved location. Under the Franchise Agreement, you must (a) identify your store using specific trademarks that we designate, (b) construct and build-out the premises to meet our design and appearance specifications, and (c) operate the Meet Fresh Store in accordance with our distinctive Meet Fresh franchise system (the "Meet Fresh System").

We also may choose to offer you an Area Development Agreement, which requires you to establish and open more than one Meet Fresh Store within a defined geographical area within a mutually agreed upon time period. If you are an area developer, you are required to sign the then-current version of Franchise Agreement as you develop each Meet Fresh Store, which could be materially different from the Franchise Agreement that is described in this Disclosure Document. The current form of Area Development Agreement is attached to this Disclosure Document as Exhibit C.

**General Market for Your Products and General Description of Competition**

Meet Fresh Stores operate year-round and utilize a fast-casual service format to serve the general public. The business is seasonal in that sales tend to increase with warmer temperatures.

The retail food and beverage industry is highly competitive. You will compete with numerous other restaurants and dessert and beverage shops, offering a wide range of comparably priced food and beverage items in a wide variety of service formats. Your direct competitors will include coffee shops, teahouses, ice cream and frozen yogurt shops and bakeries; however, you will also compete with restaurants and other retail food establishments. You should anticipate competing against national and regional franchise systems and other chains, as well as independently owned food and beverage establishments located near your Meet Fresh Store.

**Law and Regulations**

Your Meet Fresh Store must comply with federal, state and local laws and regulations affecting the business, including state and local licensing laws, advertising, consumer protection statutes, zoning, land use and construction regulations, federal and state environmental laws and regulations and various health, safety, sanitation and fire standards. Counties typically establish health and safety standards and regulations, which Meet Fresh Stores must meet, including health permit and food handling certifications. These requirements can vary widely among jurisdictions, can be very strict and may involve Public Health Department inspections. You should anticipate food preparation and on-site consumption to be highly regulated areas. You should be careful to ensure that you have a full understanding of the laws and regulations that may apply to your Franchised Business and its location. You must also comply with employment laws, like the Fair Labor Standards Act, and state laws covering matters like minimum wages, overtime and working conditions. You also must assist us in complying with federal anti-terrorism laws and executive orders. You alone are responsible for learning of and complying with all laws and regulations applicable to your market area, regardless of any advice or information that we may give you.

## ITEM 2. BUSINESS EXPERIENCE

**Founder and Chief Executive Officer, Hsin-Chin Fu**

Mr. Fu has been our Manager and Chief Executive Office since the formation of the Company in March 2016. Since the founding of Formula in August 2013, Mr. Fu has served as Formula's Chief Executive Officer. Since the founding of Easy Way USA in May 2013, Mr. Fu has served as Easy Way USA's Chief Executive Officer. Mr. Fu also founded Easy Way Station in December 2003 and has served as Easy Way Station's Chairman of the Board since its inception. Since March 2013, Mr. Fu has also served as the Chairman of the Board of Easy Life Station Co., Ltd. ("Easy Life"). Mr. Fu is also the Chief Executive Officer of Express since its formation in June 2017. We, Formula, Easy Way USA and Express are based in the City of Industry, California. Easy Way Station and Easy Life are based in New Taipei City, Taiwan. Mr. Fu travels extensively between California and Taiwan to perform his duties for the aforementioned companies.

**General Manager, Chingyi Fu**

Ms. Fu is our General Manager. Prior to her promotion General Manager in 2020, Ms. Fu had been our Director of Franchising since the formation of the company in March 2016. Since March 2015, Ms. Fu has also served as the Director of the Overseas Department of Easy Way Station in New Taipei City, Taiwan.

## ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

## ITEM 4. BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

## ITEM 5 INITIAL FEES

**Area Development Fee**

If you sign an Area Development Agreement, you must pay an Area Development Fee of $20,000 multiplied by the number of Meet Fresh Stores you agree to open. We then give you a credit of $20,000 against the total Initial Franchise Fee you must pay to us when you sign the Franchise Agreement applicable to each Meet Fresh Store you commit to open. The minimum number of Meet Fresh Stores you must agree to open is five (5).

The Area Development Fee is fully earned when you sign the Area Development Agreement and is entirely non-refundable. If you fail to open a Meet Fresh Store in accordance with the Development Schedule, we may terminate the Area Development Agreement, which will result in the loss of any unexpired development rights and a forfeiture of any unapplied Area Development Fees. As a result, if we terminate the Area Development Agreement before the final development deadline, we will not refund or credit any portion of the unused Area Development Fees to any other fees that you must pay to us under any Franchise Agreement then in effect.

**Initial Franchise Fee**

You must pay us by electronic funds transfer or other method we choose an Initial Franchise Fee of $20,000 when you sign your Franchise Agreement for a Meet Fresh Store. Unless you have also entered into an Area Development Agreement with us, we are under no obligation to sell you any additional franchises.

If you are an area developer, you will sign your Franchise Agreement for the first Meet Fresh Store in your Development Schedule at the time that you sign the Area Development Agreement. Upon execution of your first Franchise Agreement and any subsequent Franchise Agreement for a Meet Fresh Store in your Development Schedule, we will credit $20,000 of the Area Development Fee to the Initial Franchise Fee under the Franchise Agreement.

**How We Determine the Area Development Fee and Initial Franchise Fee**

We determine the Area Development Fee and Initial Franchise Fee in a uniform manner. However, we may choose to negotiate the amount or terms of payment of these initial fees with individual area developers or franchisees in our sole discretion depending on any factor that we feel are relevant.

**Initial Franchise Fee – Conditions for Refund**

We may terminate the Franchise Agreement if: (a) within 180 days following the execution of the Franchise Agreement, you have not obtained our written approval to the particular premises for the Meet Fresh Store or (b) you have not successfully completed the Initial Training Program within the earlier of: (i) the grand opening of your Meet Fresh Store or (ii) 18 months following the effective date of your Franchise Agreement. If you did not execute an Area Development Agreement, then if we terminate the Franchise Agreement for your failure to comply with the foregoing, we will refund all but $10,000 of the Initial Franchise Fee. You must sign our form of general release (Franchise Agreement, Schedule C) as a condition to obtaining the refund. No refunds are available under any other circumstances. If you executed an Area Development Agreement, then if we terminate the Franchise Agreement for your failure to comply with the above, you will not receive any refund of the Initial Franchise Fee.

**Opening Inventory**

You will need to purchase certain inventory items directly from our affiliate, Express, before opening your Meet Fresh Store, such as powders, mixes, raw ingredients, branded paper products and certain equipment and accessories (collectively, "Proprietary Products"). You need to stock these items at your Meet Fresh Store in quantities that you expect will meet reasonably anticipated consumer demand. We estimate the costs to purchase an adequate opening supply of these items to range from $20,000 to $35,000. You will need to pay for the inventory items at the time of purchase, and we recommend you make these purchases at least four weeks prior to the opening of your Meet Fresh Store. You may only return the inventory items (and receive a refund) if they are defective.

## ITEM 6. OTHER FEES

| Name of Fee (Note 1) | Amount | Due Date | Remarks |
|---|---|---|---|
| Royalty Fees | 10% of Gross Revenues; provided that if you are an area developer and you are in full compliance with your Area Development Agreement, your Royalty Fees will be 7% of Gross Revenue (Note 2) | By the 25th day following the end of each royalty period | You must make these royalty payments in the manner we instruct, including possibly by credit card or pre-authorized electronic debit. (Note 3) |
| Transfer Fee | $3,000 ($15,000 if the transfer occurs within 24 months of the date of your Franchise Agreement) | On or before completion of the transfer. | If you sell your business, either you or the assignee must pay us this fee. We do not charge a transfer fee for a one-time transfer of your Franchise Agreement to a business entity wholly owned by you.<br><br>Area Developers pay a $3,000 transfer fee in addition to any applicable Meet Fresh Store transfer fees. |
| Testing Costs | Varies | On demand | You reimburse us for any costs we incur testing or evaluating any product/service/ supplier you propose. |
| Renewal Fee | $5,000 | On franchise renewal | If your Franchise Agreement is renewed, you must pay us this fee. |
| Late Fee and Interest (note 4) | $250, plus lower of 1.5% per month or highest rate permitted by law | On demand | You pay this if you do not pay amounts owed to us or any Franchisor Associates on time. |

| Name of Fee (Note 1) | Amount | Due Date | Remarks |
|---|---|---|---|
| Costs of Collection | Varies | On demand | You are responsible for all reasonable costs of collection we incur in connection with any late payments, including legal costs and attorneys' fees. |
| Indemnification | Unknown | On demand | You indemnify us and our Affiliates concerning your Meet Fresh Store and operations. |
| Tax Payments | Unknown | On demand | You reimburse us for any gross receipts taxes, value added taxes, sales taxes, use taxes, personal property taxes or any other tax we pay on your behalf or incur because of payments you made to us or money you are paid. You also pay withholding tax if required under law. |

| Name of Fee (Note 1) | Amount | Due Date | Remarks |
|---|---|---|---|
| Additional Training Fees and Possible Expenses | We do not offer training programs additional to the Initial Training Program at this time, so are unable to estimate a range of costs. | Before attendance | Designated Owner, Store Managers and staff must complete Initial Training Program and any applicable mandatory training programs or remedial training.<br><br>You are responsible for any costs associated with your and your employees' participation in additional training, including transportation, lodging, meals, incidentals and training fees.<br><br>Additional training can be online or in person. Travel may be required, and we can charge a reasonable fee for participants.<br><br>If additional training will be on-site at your store, you must also pay our incidental costs of transportation, lodging, and other living expenses. |

| Name of Fee (Note 1) | Amount | Due Date | Remarks |
| --- | --- | --- | --- |
| Initial Training Program for Additional Personnel | Currently $3,000/per additional person<br><br>We can change these fees. | On demand | These fees only apply if more than 6 people attend the Online Segment of the Initial Training Program or if more than 14 people attend the Onsite Segment of the Initial Training Program, or if a new Store Manager or new Designated Owner has to attend the program or in a transfer situation.<br><br>We may require transferees of an existing Meet Fresh Store to attend and pay the then-current fee for initial training. Any initial training fees assessed are in addition to any other fees or expenses for which you are responsible. |
| Additional On-Site Training Immediately Following the Initial Training Program | Currently $360/per trainer per day<br><br>You must also pay our incidental costs of transportation, lodging, and other living expenses. | On demand | These fees only apply our trainers are required to stay on-site after the conclusion of the Initial Training Program for additional on-site training. |
| Optional On-Site Consultation | Currently $80 per hour per consultant.<br><br>You must also pay our incidental costs of transportation, lodging, and other living expenses. | On demand | We may, but are not obligated, to provide you this assistance if you request it. |

| Name of Fee (Note 1) | Amount | Due Date | Remarks |
| --- | --- | --- | --- |
| Audit Costs | Varies | On demand | We can inspect and/or audit the books and records of your Meet Fresh Store. If the audit reveals an underpayment or understatement, then you must reimburse us for the cost of the audit. |
| Required Store Update Expenses (Note 5) | Uncertain | As incurred | You must bring your Meet Fresh Store up to new Meet Fresh Store design and facility standards with a total update once each term and as a condition to any renewal term. |

**Notes to Chart on Other Fees For a Meet Fresh Franchise**

**Note 1:** All fees are nonrefundable. Unless otherwise noted, all fees are payable to us by the method we select, including possibly electronic funds transfer. There may be instances in which we have varied, or will vary, the economic and other terms on which we offer franchises to suit the circumstances of a particular transaction, to the extent lawful. We can and may choose to waive and/or credit, reduce or defer payment of any and all fees and charges of any kind in connection with a franchise on a case-by-case basis, as we consider appropriate and as permitted by law.

**Note 2**: "Gross Revenues" means all charges and/or revenues you earn or receive in the operation of the Franchised Business, less sales tax collected and paid when due to the appropriate taxing authority and actual customer refunds, adjustments and credits. The current royalty period is a calendar month, but we can change the time covered by a royalty period to a different period (e.g., weekly, etc.). If we modify the royalty period, any amounts which are paid and/or calculated in relation to a royalty period will be appropriately adjusted on a pro-rata basis, as will any related requirements. If you are an area developer and you are in full compliance with your Area Development Agreement, the Royalty Fee will be reduced to 7% of Gross Revenues; provided that if you are not in full compliance with Area Development Agreement (including meeting the Development Schedule), the Royalty Fee for all Franchise Agreements executed in connection with your Area Development Agreement will revert to 10% of Gross Revenues.

**Note 3:** You must complete and execute any bank authorization or other form we require to authorize our selected payment method. You must maintain an account at a bank or other financial institution that has the capacity to perform electronic debits to its account and also maintain account balances sufficient to meet any electronic payments that we require.

**Note 4:** The highest interest rate allowed by law in California for late payments is 10% annually.

**Note 5:** In addition to a Store Update, you must, at your own expense keep the condition and appearance of the interior and exterior of your Meet Fresh Store (inclusive of parking areas) and your Meet Fresh Store assets clean, in good repair and consistent with our quality standards and Meet Fresh System (collectively, "Store Maintenance Activities") on any ongoing basis. You must replace all worn, obsolete or unrepairable assets with those meeting any then current System Standards.

## ITEM 7. ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

| DESCRIPTION (NOTE 1) | ESTIMATED COST | METHOD OF PAYMENT | WHEN DUE | TO WHOM PAID |
|---|---|---|---|---|
| Initial Franchise Fee | $20,000 | Electronic funds transfer or other method we choose | On signing Franchise Agreement | Us |
| Your Initial Training Expenses (Note 2) | $10,000 - $20,000 | As arranged | As incurred | Us |
| Rent & Deposit | (Note 3) | | | Lessor |
| Architects Fees, Engineering Plans, Construction, Remodeling, Decorating, Leasehold Improvements, Fixtures and Furniture (Note 4) | $300,000 - $450,000 | As arranged | As Incurred | Contractors, vendors and Approved Suppliers |
| Equipment | $70,000 - $100,000 | As arranged | As Incurred | Contractors, vendors and Approved Suppliers |
| Signage | $10,000 - $20,000 | As arranged | As Incurred | Contractors, vendors and Approved Suppliers |
| Opening Inventory | $20,000 - $35,000 | As arranged | As Incurred | Express and |

| DESCRIPTION (NOTE 1) | ESTIMATED COST | METHOD OF PAYMENT | WHEN DUE | TO WHOM PAID |
|---|---|---|---|---|
| and Supplies (Note 5) | | | | other Approved Suppliers |
| Insurance (Note 6) | $10,000 - $12,000 (annual premium) | As Arranged | As Incurred | Insurance Carriers |
| Security and Utility Deposits, Licenses, Permits, Certificates and other Prepaid Expenses (Note 7) | $8,000 - $20,000 | As Arranged | As Incurred | Local utilities and agencies: Food Handler Certification Provider |
| Legal, Accounting Costs (Note 8) | $2,500 - $5,000 | As Arranged | As Incurred | CPA, Attorney, etc. |
| Grand Opening Promotion (Note 9) | $3,000 - $5,000 | As Arranged | As Incurred | Various Advertisers; suppliers |
| Computers, Point of Sale System and Related Software (Note 10) | $4,000 - $8,000 | As arranged | As Incurred | Approved Suppliers |
| Additional Funds for 3 months (Note 11) | $50,000 - $100,000 | As arranged | As Incurred | Various Suppliers |
| TOTAL (Note 12) | $507,500-$795,000 | | | |

**Area Development Fee:** The chart above describes the estimated initial investment for one Meet Fresh Store. You pay the Area Development Fee only if we choose to offer you, and you choose to accept, an Area Development Agreement, and you commit to establish an agreed upon number of Meet Fresh Stores, which number will be no less than 5 Meet Fresh Stores, according to an agreed upon Development Schedule. We will apply a $20,000 credit from the Area Development Fees you pay toward the Initial Franchise Fee you owe us when you sign the Franchise Agreement for each Meet Fresh Store on your Development Schedule (see Item 5). Assuming you sign an Area Development Agreement for 5 Meet Fresh Stores, the total investment necessary, inclusive of the Area Development Fee for 5 Meet Fresh Store ($20,000 of which will be applied to the Initial Franchise Fee of the Franchise Agreement for the first Meet Fresh Store on your Development Schedule), plus the estimated investment necessary to open your first Meet Fresh Store, is $587,500 to $875,000.

1. All fees are non-refundable, except as described in Item 5. We do not offer direct or indirect financing. We relied on Formula's experiences in the industry since 2013 in preparing the figures in this chart.

2. You are responsible for the travel, lodging, meals and incidental expenses incur by of up to 4 of our trainers who will conduct the Onsite Segment of the Initial Training Program at your store.

3. Rental and related costs vary dramatically based on location, local market conditions and other factors, so we are unable to estimate accurately your rent. The preferred Meet Fresh Store square footage is approximately 1,500 to 2,000 square feet. The store will be located in a commercial building, which most likely will be in a shopping center location. To estimate real estate costs in your desired area we suggest obtaining a range of costs per square foot in likely commercial spaces and calculating your estimated rental costs based on the square footage described above. The cost per square foot varies considerably depending on factors such as size, economic and market conditions, demand, amenities, parking, surrounding retail establishments and location. You are responsible for identifying your costs and should do so before making any payments or commitments to us or others. We recommend that you (i) independently research your local real estate market conditions and applicable laws and regulations, including Public Health Department requirements and others involving or affecting the Franchised Business, and (ii) consult your own attorney and real estate professionals before signing any binding documents or making any investments or other commitments.

4. This range estimates certain build out expenses associated with 1,500-2,000 square foot "Vanilla Box" space, which generally involves a space with a cement floor, unpainted, plain walls, basic plumbing and electrical outlets/lighting, restroom(s) as required by local law, ADA compliance, finished ceiling, heating/AC and ventilation. The range includes permit costs, internal partition build-out costs, costs relating to the purchase and installation of the minimum number and types of equipment, fixtures, counters, menu board, tables/chairs, and cabinets required to build out your Meet Fresh Store according to our current standards and specifications. The total number of these items may vary depending on the square footage of your Meet Fresh Store. Our cost range assumes a single sign of approximately 3 feet by 12 feet, LED duel-lit wall mounted channel letters.

5. You determine how to stock your Meet Fresh Store before opening, although we have certain minimum standards which must be met. The estimated range provided includes product inventory purchases from Express as described in Item 5, as well as typical Meet Fresh Store supplies maintained on premises, such as small wares, cleaning supplies, and miscellaneous supplies. If you purchase more than the minimum number of items we require, then your costs will increase accordingly.

6. You must maintain in force at all times policies of insurance covering various risks as we require. You also must ensure your construction, fixtures and equipment related contractors and general contractor, if applicable, maintain general liability insurance coverage meeting or exceeding any landlord requirements, but which cannot be less than $2,000,000. Rates are established by carriers based on a variety of factors, including location and claims history. We recommend that you work with a broker in your area to obtain an estimate of the insurance costs you could incur in your local area.

7. You must get all required licenses, permits and certificates to build out and operate your Meet Fresh Store. You and your staff also are required to obtain food handler certifications from a provider that we approve.

8. We encourage you to consult with independent professional advisors like a lawyer and a CPA concerning the operation of your Meet Fresh Store, permitting and regulatory requirements and business formation/taxation matters.

9. You must spend a minimum of $3,000 for local Meet Fresh Store promotion conducted within 7 days of your opening date.

10. You must obtain a Point of Sale (POS) system and related software meeting our specifications from our designated supplier, as described in Item 11. The range assumes a single system. The range includes optional upgrades, some of which may become mandatory at our discretion. We can require you to purchase, maintain and upgrade computer hardware, software and other technology tools as we choose throughout the term of the Franchise.

11. “Additional Funds” is an estimate of the funds needed to cover business (not personal) expenses during the first 90 days of operation of the Franchise Business. You will need capital to support on-going costs of your business operations, supplies, additional inventory, POS system maintenance, payroll, utilities, and other expenses. Our estimate is based on the operation of Meet Fresh Stores by our affiliate, Formula.

12. “Total Estimated Initial Investment” includes estimates of the range of certain initial costs incurred pre-opening and in the first 90 days of operation for a single Meet Fresh Store. These estimates are not all inclusive and do not include any rental and related occupancy costs for your Meet Fresh Store location, finance charges, interest or debt service obligations, taxes, royalties, or owner’s salary or draw. The 3 month period from beginning business is simply an initial opening phase and does not mean that you will have reached "break-even," “positive cash flow” or any other financial position by that time. In addition, the estimates presented relate only to costs associated with the Franchised Business and do not cover any personal, "living" or other expenses you may have. If you signed an Area Development Agreement you will have to multiply the chart costs above by the number of Meet Fresh Stores you promised to open to gauge your estimated initial investment for the total group. Additionally, you have committed to develop Meet Fresh Stores that may not open for 2 or more years. We do not and cannot predict to what extent costs at the time that you incur them will vary from the information contained in this chart, but they may vary significantly. Before you make any commitments, we recommend that you (i) obtain independent estimates from third-party vendors and your accountant of the costs which would apply to your proposed establishment and continued operation of a Meet Fresh Store, (ii) discuss with other retailers in the industry their economic experiences (including initial costs) in opening and operating their business and (iii) carefully evaluate the adequacy of your total financial reserves with your professional advisors.

## ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

**Required Purchases**

Our reputation and goodwill is based on, and can be maintained only by, providing consistent quality service and products in a professional manner. Accordingly, we have developed standards and specifications for the operation of your Meet Fresh Store and for the products and services your Meet Fresh Store will offer. You must operate your Meet Fresh Store according to these standards and use/sell our approved products and services, equipment, fixtures and materials, as we require ("Designated Goods"). The Designated Goods include, but are not limited to, packaging and serving materials (e.g., bags, bowls, cups, etc.), certain proprietary ingredients, mixes, seasonings, flavorings, and other raw materials, supplies, kitchen equipment, uniforms and signage. We give to you a list of approved suppliers and distributors authorized to supply some or all of the Designated Goods ("Approved Suppliers"). As of the date of this Disclosure Document, SBM Technology Corporation, dba TCPOS ("TCPOS") is the only approved supplier for your Point of Sale (POS) system. You must also purchase and use required hardware and software programs meeting our specifications and compatibility requirements. We can add, eliminate or change the Designated Goods and approved suppliers when we think appropriate. You cannot use, offer or sell any Designated Goods at your Meet Fresh Store that we have not approved.

We and our Affiliates have the right to receive rebates, incentive amounts, discounts and other economic benefits from any supplier to Meet Fresh Stores and to earn a profit on the sale of Designated Goods we sell to you and other Meet Fresh Stores. We and our Affiliates can be Approved Suppliers, exclusive or otherwise, of any Designated Goods that a Meet Fresh Store must use and/or purchase. None of the Approved Suppliers (including those Approved Suppliers who are our Affiliate(s)) have made or will make payments to us from purchases by you and other franchisees. We did not derive any revenue, rebates or other material consideration based on the required purchases or leases from franchisees in 2024.

**Required Insurance**
You must maintain in force at all times general liability insurance coverage meeting or exceeding any landlord requirements, but which cannot be less than $2,000,000. You also must ensure your contractors maintain general liability insurance coverage meeting or exceeding any landlord requirements, but which cannot be less than $2,000,000.

**Pricing**
You have the right to determine your Meet Fresh Store retail prices, although we have the right to establish minimum and maximum prices to the extent permitted under applicable law. Any changes in pricing outside of the range will require our consent. We also may recommend pricing.

**Alternative Suppliers- Approval Process**
If you want your Meet Fresh Store to offer/use any products or services not yet approved by us, or if you want to purchase from a supplier that is not yet an Approved Supplier and we are requiring that you use one, you must go through the following request process: (1) give us a written request, (2) include samples and other information we request to help us evaluate the proposed product, service or supplier (at your expense), and (3) wait a reasonable time for us to approve or disapprove, generally around 30 days. You must reimburse us for our costs to evaluate the proposed product, service or supplier. We can later re-evaluate any products, services or suppliers and revoke any previously approved products, services or suppliers. If we revoke any previously approved products, services or suppliers, we will give you a reasonable amount of time, but no less than 30 days, to cease offering/using the revoked products/services or purchasing from the revoked supplier. We can also require that products/services sold in the Meet Fresh Store conform to any specifications and quality standards we may establish for protection and enhancement of the goodwill associated with our brand. We expect to inform franchisees in writing of any required specifications or quality standards, if adopted. We currently have no written criteria for evaluating suppliers. We and our Affiliates are not required to reveal recipes, specifications and/or formulas for Designated Goods to you, non-designated suppliers,

or any other third parties.

**Ownership Interest in Approved Suppliers**
Mr. Hsin-Chin Fu, our founder and Chief Executive Officer, is an indirect part owner of Express, which is an Approved Supplier. We do not derive any revenue or other material consideration from franchisees' purchases from Approved Suppliers, but Express does, as further described below.

We do not provide you with any material benefit, such as the grant of an additional franchise or a renewal franchise, based on your use of Designated Goods or your purchases from Approved Suppliers. However, failure to offer or use Designated Goods or purchase from Approved Suppliers is a default under the Franchise Agreement and, in general, any Franchisee in default would not be awarded a successor or additional franchise and might even be subject to termination. Additionally, we can condition your participation in any program or your receipt of any benefits, such as inclusion in Website listings, access to any Meet Fresh intranet, and promotional programs, on your being in compliance with your Franchise Agreement.

Our Affiliate, Express, is an Approved Supplier to you and other franchisees. Express will sell packaging and serving materials (e.g., bags, bowls, cups, etc.), certain proprietary ingredients, mixes, seasonings, flavorings and other raw materials, supplies, kitchen equipment and uniforms (collectively, "Express Goods") at a price that includes a reasonable markup and subject to Express' standard terms and conditions. At this time, Express is the only Approved Supplier of Express Goods, and, as such, you are required to purchase Express Goods from Express. Based on its internally prepared financial statements, Express had a total worldwide revenue of approximately $3,674,000.00 in 2024, of which approximately $2,134,000.00 (or approximately 58.1% of its worldwide revenue) were from sales of Express Goods to franchisees in the United States.

**Cooperatives and Negotiated Prices**
There are currently no purchasing or distribution cooperatives. We may, but are not required to, negotiate prices on behalf of franchisees. We have not negotiated any prices as of the issuance date of this Disclosure Document.

Assuming that the estimated minimum initial costs to begin operations and other financial obligations are within the ranges described in Item 7 of this Disclosure Document, we estimate that your required purchases and leases will represent approximately 80% of all purchases and leases you make in the establishment of your Meet Fresh Store. We also estimate that the required purchases and leases you make on an ongoing basis will represent approximately 70% of all purchases and leases you make in operating the business on an ongoing basis.

## ITEM 9. FRANCHISEE'S OBLIGATIONS

**This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.**

| Obligation | Sections In Franchise Agreement and Area Development Agreement | Items In Disclosure Document |
|---|---|---|
| a. Site selection and acquisition/lease | Section 3 and Schedule A of Franchise Agreement<br><br>Sections 6.1 and 6.2 of Area Development Agreement | Items 7, 11 and 12 |
| b. Pre-opening purchases/ leases | Section 3 of Franchise Agreement<br><br>Sections 6.1 and 6.2 of Area Development Agreement | Items 7 and 8 |
| c. Site development and other pre-opening requirements | Sections 3, 13 and 14.A of Franchise Agreement<br><br>Sections 2.1, 2.2, 6.1, 6.2, 6.3 and Exhibit B of Area Development Agreement | Items 6, 7, 8, 11 and 12 |
| d. Initial and ongoing training | Section 4 of Franchise Agreement | Items 6, 7 and11 |
| e. Opening | Section 3.D of Franchise Agreement | Items 7 and 11 |
| f. Fees | Sections 2.B, 4.A and B, 11, 17.A, 18.D., and 23 of Franchise Agreement<br><br>Sections 2.2, 5, 6.3, 7.2, and 14.1 of Area Development Agreement | Items 5, 6, 7 and 17 |
| g. Compliance with standards and policies/Operating Manual | Sections 2, 3, 4, 5, 7, 9, 10, 12, 13 and 14.A of Franchise Agreement<br><br>Sections 2, 6.1 and 6.2 of Area Development Agreement | Items 8, 11 and 16 |
| h. Trademarks and proprietary information | Sections 5, 6, 8 and 10.C of Franchise Agreement<br><br>Section 9.4 of Area Development Agreement | Items 11, 13 and 14 |
| i. Restrictions on products/services offered | Sections 3.D and 13.C of Franchise Agreement | Items 8 and 16 |
| j. Warranty and customer service requirements | Section 13.A of Franchise Agreement | Item 8 |

| Obligation | Sections In Franchise Agreement and Area Development Agreement | Items In Disclosure Document |
|---|---|---|
| k. Territorial development and sales quotas | Section 13.A of Franchise Agreement<br><br>Section 2.1 and 2.2 of Area Development Agreement | Item 12 |
| l. Ongoing product/service purchases | Sections 12.C and 14 of Franchise Agreement | Items 6, 8 and 16 |
| m. Maintenance, appearance, and remodeling requirements | Section 13.B of Franchise Agreement | Item 15 |
| n. Insurance | Section 3.D and 14.A of Franchise Agreement | Item 7 |
| o. Advertising | Section 10 of Franchise Agreement | Items 6, 7 and 11 |
| p. Indemnification | Section 14.B, 20.B and Schedule C of Franchise Agreement<br><br>Section 12 of Area Developer Agreement | Items 6, 13 and 14 |
| q. Owner's participation/ management/staffing | Sections 4.A, 7.B, 13.H of Franchise Agreement<br><br>Section 8 of Area Development Agreement | Items 11 and 15 |
| r. Records/reports | Sections 12.A. and B of Franchise Agreement<br><br>Section 6.4 (c) of Area Development Agreement | Items 6 and 11 |
| s. Inspections/audits | Sections 3.C, 12.D and E of Franchise Agreement | Items 6 and 11 |
| t. Transfer | Sections 18.B-D and 19 of Franchise Agreement<br><br>Section 7.2 of Area Development Agreement | Items 6 and17 |
| u. Renewal | Section 2.B of Franchise Agreement | Items 6 and 17 |

| Obligation | Sections In Franchise Agreement and Area Development Agreement | Items In Disclosure Document |
|---|---|---|
| v. Post-termination obligations | Sections 15.C, 17 and 30.F and Schedules E and F of Franchise Agreement<br><br>Section 10.2 of Area Developer Agreement | Item 17 |
| w. Non-competition covenants | Sections 15.B and C, 17.A and Schedules E and F of Franchise Agreement<br><br>Section 10 and Exhibits E, F-1 and F-2 of Area Development Agreement | Item 17 |
| x. Dispute resolution | Section 30 of Franchise Agreement<br><br>Section 14 of Area Development Agreement | Item 17 |
| y. Other: guarantee of franchisee obligations | Section 32.B and Schedule B of Franchise Agreement<br><br>Section 16.6 and Exhibit D of Area Development Agreement | Item 15 |

## ITEM 10. FINANCING

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

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

**Except as listed below, Meet Fresh Franchising LLC is not required to provide you with any assistance**.

A. Pre-Opening Services. Before you open for business, we provide you the following services:

1. Written acceptance of your proposed location, at our discretion. An accepted site will become your Accepted Location. (Franchise Agreement, Section 3.A) We generally do not own or lease to our franchisees the premises for their Meet Fresh Stores. It is your responsibility to find the location of your store;

2. An Initial Training Program for you (or your Designated Owner, if you are a Business Entity), as more fully described in the remainder of this Item 11. (Franchise Agreement, Section 4.A);

3. A list of Approved Suppliers and a list of any required Products or Services. (Franchise Agreement, Sections 13.C and 13.D) You will need to contact the Approved Suppliers directly to purchase any required Products or Services;

4. A list of Approved Suppliers and a list of any required equipment, signs, fixtures, opening inventory and supplies. (Franchise Agreement, Sections 13.C and 13.D). You will need to contact the Approved Suppliers directly to purchase any of these items. We do not assist with the delivery or installation of any of these items;

5. A generic interior layout, but you will need to obtain detailed architectural or construction drawings/design services for your particular location. (Franchise Agreement, Section 3.C);

6. Written consent to open once the conditions to opening your Meet Fresh Store have been met. (Franchise Agreement, Section 3.D)

B. During the Operation of Your Business. During the operation of your business, we will provide you with the following:

1. Additional general guidance using any method and at times and in the manner and to the extent we consider appropriate. (Franchise Agreement, Section 4.D);

2. We will loan you a copy or access to an electronic version of our Manual if and when it is available. (Franchise Agreement, Section 7.A);

3. Consent (or not) to proposed advertising you submit for our review, if we require you to do so. (Franchise Agreement, Section 10.A);

4. Consent (or not) to proposed products/services/suppliers you submit for our acceptance. (Franchise Agreement, Section 13.E)

Training.

The Initial Training Program consists of 3 segments: (a) an initial 5-day online education segment (the "Online Segment"), followed by (b) a 5-day on-site segment at a Franchisor's Store in California (the "Franchisor's Store Onsite Segment"), followed by (c) a 10-day (inclusive of 1 rest day) on-site segment at Franchisee's Store, (the "Franchisee's Store Onsite Segment"). Before opening your Meet Fresh Store, your Designated Owner (as named on Schedule A of your Franchise Agreement) and at least 3 additional employees must attend and successfully complete the Online Segment and your Designated Owner (as named on Schedule A of your Franchise Agreement) and at least 7 additional employees (a minimum of 3 kitchen staff) must attend and successfully complete the Franchisor's Store Onsite Segment and Franchisee's Store Onsite Segment. You have 18 months after the effective date of your Franchise Agreement to be open for business, but there is no other deadline for completion of training after the Franchise Agreement is signed.

**TRAINING PROGRAM**

| Subject | Hours of Classroom Training | Hours of On-the-Job Training | Location |
|---|---|---|---|
| Equipment Organization, Food Introduction and Kitchen & Bar Organization | 16 | 0 | Online |
| Introduction to Meet Fresh Training Course | 8 | 0 | Online or on-site at Franchisor's store in California |
| Bar Accessories and Recipes | 28 | 0 | Online or on-site at Franchisor's store in California |
| Kitchen Accessories and Recipes | 18 | 0 | Online or on-site at Franchisor's store in California |
| Introduction to the System | 3 | 4 | On-site at your store |
| Bar and Kitchen Operations & Food Training | 22 | 32 | On-site at your store |
| Store Management | 7 | 4 | Online or on-site at Franchisor's store in California or on-site at your store |
| Exams and Certifications | 10 | 8 | Online or on-site at Franchisor's store in California or on-site at your store |
| **TOTAL** | 112 | 48 | |

The instructional materials we use in the Initial Training Program include handouts, samples, videos and live demonstrations. The Initial Training Program is taught under the supervision of Yukun Bai. Yukun Bai has 10 years of experience in the Meet Fresh System and food and beverage industry. The above schedule is subject to change. We will schedule a mutually convenient time for the Initial Training Program approximately 1-3 months prior to your anticipated opening date.

For the portion of the Initial Training Program conducted on-site at your store, you must reimburse us for any reasonable transportation, food and lodging expenses our trainers may incur (up to 4 trainers for the Onsite Segment). You must have a minimum of 4 employees attend and successfully complete (to our reasonable satisfaction) the Online Segment and a minimum of 8 employees (a minimum of 3 kitchen staff) attend and successfully complete (to our reasonable satisfaction) the Onsite Segment. All Store Managers are required to complete the Initial Training Program. We do not charge an initial training fee for up to 6 attendees who participate in the

Online Segment at the same time or up to 14 attendees who participate in the Onsite Segment (other than reimbursement of reasonable transportation, food and lodging expenses our trainers may incur). You will pay the then required initial training fee for any later or additional participants. The current fee is $3,000 per person and is subject to change. If you require additional on-site training immediately following the end of the Initial Training Program, you will pay the then required fee for each day each trainer remains on-site. The current fee for each on-site trainer is $360 per day (in addition to reimbursement of reasonable transportation, food and lodging expenses our trainers may incur). (Franchise Agreement, Sections 4.A. and 4.B)

If we determine you have not successfully completed the Initial Training Program by the earlier of: (a) the grand opening of your Meet Fresh Store or (b) 18 months following the effective date of your Franchise Agreement, we can terminate your Franchise Agreement. If you did not execute an Area Development Agreement, then if we elect to terminate your Franchise Agreement, then we will refund to you the Initial Franchise Fee, less $10,000 to compensate us for our expenses, if you and your Affiliates return any Manual received, sign a General Release and meet your post-termination obligations. If you executed an Area Development Agreement, then if we terminate the Franchise Agreement for your failure to comply with the above, you will not receive any refund of the Initial Franchise Fee. (Franchise Agreement, Section 4.C)

We may, but don't have to, perform on-site consultation services. If you request that we provide on-site consulting and we elect to do so, you must pay our then-current consultation fee, which is currently $80.00 per hour per consultant, as well as our expenses, including travel, lodging and meals. (Franchise Agreement, Section 4.B)

We may offer or require that you and your Store Managers attend remedial training and additional training programs offered on-line, at our headquarters or elsewhere so you remain up to date on Products, Services and brand standards. Any applicable fees will be published to you in any Manual or other written instruction. (Franchise Agreement, Section 4.B)

Manual.

We will lend you a copy (which can either be a hard copy or an electronic copy) of the Manual, which can be made up of 1 or more separate manuals and other materials and will contain specifications, standards, and operating procedures/requirements we may establish for Meet Fresh Stores. We have the right to make changes to any Manual we might publish, and you have to comply with any mandatory requirements it contains. If there is ever a dispute regarding the Manual, our master copy will control. Any new or amended Manual will not supersede the Franchise Agreement.

The table of contents of the current version of the Manual, including allocation of pages to each subject, is set forth below:

**I. Employee Code of Conduct (12 pages)**
  a. Code of Conduct
  b. Dress Code
  c. The Keynote

**II. Accessories (5 pages)**
  a. Storefront Accessories
  b. Kitchen Accessories
  c. Packing Material for Take Away ad Dine-In

d. Gift Items

**III. Meet Fresh Menu (5 pages)**

a. Introduction

b. Frequently Asked Questions

**IV. Equipment Maintenance (9 pages)**

a. Equipment for Bar Area

b. Equipment for Kitchen Area

**V. Store Operations (19 pages)**

a. Food Preservation

b. Storefront Opening and Closing Task Schedule

c. Kitchen Opening and Closing Task Schedule

d. Opening and Closing Checklist

e. Cleaning

**VI. Store Management (23 pages)**

a. Warehouse Management

b. Inventory

c. Certification

d. Cash Management

e. Schedules

f. Hiring

g. Marketing

h. Emergencies

i. Targets

**VII. Forms for Store Management (6 pages)**

a. Food Testing

b. Food Discard

c. Cooking Report

d. Kitchen-Daily Production

e. Weekly Cleaning Schule

f. Restroom Cleaning Log

g. Schedule

h. Customer Complaints

**VIII. Cooking FAQ's**

Advertising.

We may, but are not required to, provide advertising templates for you to adapt and use in advertising your Meet Fresh Store. Store advertising must be conducted in a professional and ethical manner and conform to any policies we might establish. We can require you to get our written permission before publishing any promotional material or information under our brand/trademarks, including social media. (Franchise Agreement, Section 10.A) We can establish the Meet Fresh website(s), and can require you to participate and provide pertinent information for content development. (Franchise Agreement, Section 10.C)

We and our affiliates have the sole right to register the Internet domain: www.meetfresh.us, and to establish sites using the domain name. You acknowledge that the domain name is our sole property. You may not use, in any manner, any computer medium or electronic medium (for example, any Internet home page, website, bulletin board, metatag or other Internet related medium or activity) that uses the Marks without our express written consent, or as expressly permitted in our Manual. We may include on our Internet website one or more interior pages that identify all the Meet Fresh stores, including your Meet Fresh Store, by geographic region, address, telephone number and other relevant contact information.

You have to conduct a grand opening campaign and spend a minimum of $3,000 for such campaign within 7 days of opening your Meet Fresh Store to the general public. We recommend, but do not require, that you spend an additional 3% to 5% of your Gross Revenues per year on local advertising. We are not obligated to conduct any advertising; however, we can require that you participate in campaigns and promotions that we create.

At this time, we have no advertising council composed of franchisees that advises us on advertising policies. There are no local or regional advertising cooperatives in which you are required to participate. There are also no advertising or marketing fund to which you are required to contribute.

We can request that you display informational material regarding our franchise opportunities in your Meet Fresh Store, at our own expense. (Franchise Agreement, Section 10.A).

You have the right to determine your Meet Fresh Store retail prices, although we have the right to establish minimum and maximum prices to the extent permitted under applicable law. We also may recommend pricing. You must also participate in any promotional pricing established by us. These requirements may reduce your anticipated revenue and profit.

Point of Sale System.

You must purchase and use required hardware and software programs meeting our specifications and compatibility requirements, all of which can change over time and may require additional investment. There are no limitations in the Franchise Agreement as to the frequency and/or the cost of your obligation to upgrade or update the required hardware or software. (Franchise Agreement, Section 12.C)

As of the date of this Disclosure Document, the only required hardware and software is the Point of Sale (POS) system. You must purchase at least one POS system meeting our specifications from our designated supplier, TCPOS (www.tcposusa.com). The POS system is used for cash control, payment processing (i.e., credit cards and debit cards), order processing and sales tax accounting purchases. The POS system will store information concerning your sales, accounting and other operations and is capable of generating sales reports (e.g., sales by period and/or sales by product). We estimate the cost of purchasing the POS system(s) to be approximately $4,000 to $8,000, depending on optional upgrades, some of which may become mandatory at our discretion. These costs are reflected in the chart contained in Item 7 and can be adjusted by the designated supplier.

You must purchase and upgrade the POS system and subscribe any loyalty rewards program, gift card service, mobile orders and other similar modules that we require on our written notice and/or as required by the software and hardware manufacturers to maintain or operate the system. You are required to arrange for maintenance and upgrades with TCPOS, which services are estimated to cost approximately $60-$100 per month, which can be adjusted by the designated supplier. You are responsible for ensuring that the collection, input, storage and use of the franchised business data comply with any privacy laws and regulations applicable to your Franchised Business. We have the right under the Franchise Agreement to have independent access to all of the information generated and stored in your POS systems. There are no limitations in the Franchise Agreement as to when we may access your POS systems or what information we may access when we do. (Franchise Agreement, Section 12.C)

Site Selection & Starting Operation.

You propose your own site for your Meet Fresh Store. Before you sign any lease for that site, or occupy the premises, you provide us with a description of the location along with any other information we request, and allow us to accept or reject it. We generally consider a variety of factors when deciding whether to accept your proposed location, such as the following: general location/neighborhood, traffic patterns, parking, size, characteristics of existing building, accessibility, demographics and applicable Public Health Department regulations. Our acceptance of a proposed site is not a representation or warranty as to the suitability of the location for your Franchised Business. We are not required to approve or disapprove a proposed location within any particular time, but expect that we will notify franchisees approximately 30 days after they submit site information to us. If you and we are unable to agree on an Accepted Location within 180 days of the effective date of your Franchise Agreement and we have not granted a written time extension, we can return any Initial Franchise Fee you paid us, less $10,000 for our expenses, so long as you sign a mutual termination agreement and General Release. (Franchise Agreement, Section 3.A) We can require that a proposed lease for any Meet Fresh Store include terms for the protection of our intellectual property rights. (Franchise Agreement, Section 3.B)

If and when we accept the proposed site of your Meet Fresh Store, the site will be called your Accepted Location. You will have 18 months from the effective date of your Franchise Agreement to open for business from that location (unless we extend the time in writing), which is your "Opening Period Deadline." You cannot open your Meet Fresh Store for business until you have our written consent to do so. (Franchise Agreement, Section 3.D) Our consent is conditioned on: (i) receipt of all Initial Franchise Fees and any other amounts due; (ii) our determination that the store development requirements have been met, (iii) our receipt of your signed and delivered a Telephone Listing Assignment Agreement; (iv) our receipt of proper certificates of insurance coverage; and (v) your and your staff's completion of pre-opening training requirements to our reasonable satisfaction; and (vi) your delivery to us at least 15 days before opening of satisfactory evidence that the Designated Owner and any other staff required under law have obtained approved food handler certifications required for the operation of the Franchised Business.

Failure to open by the Opening Period Deadline is a breach of the Franchise Agreement and your Franchise Agreement can be terminated. (Franchise Agreement, Section 16.B)

We estimate the typical length of time between signing your Franchise Agreement and opening your Meet Fresh Store to be approximately 180 to 360 days. Delays may occur due to factors such as permits, leasehold improvements, equipment availability and other circumstances.

If you sign an Area Development Agreement, you have to go through the process described above each time you want to develop a Meet Fresh Store and must meet any then-current site requirements. If the terms of any Franchise Agreement applicable to a Meet Fresh Store to be developed under the Development Schedule allow for a greater period of time for the store opening than is allowed under the Development Schedule, the Development Schedule controls.

## ITEM 12. TERRITORY

We grant you a franchise to operate a Meet Fresh Store at a location to be identified on Schedule A of your Franchise Agreement. The Accepted Location is your Meet Fresh Store's actual street address.

When a location is authorized, you will not be awarded any "protected" or "reserved" territorial or other rights. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we or our Affiliates control.

We and our Affiliates can locate and license others to locate and operate anywhere other Meet Fresh Stores (or any other brand) or any other kinds of business under the Marks or other brands regardless of their proximity to or competition with your Meet Fresh Store. We and our Affiliates have the right to use, and license others to use, all channels of distribution, such as the Internet and grocery outlets, for the sale of any and all kinds of goods and services using the Marks or Meet Fresh System or other trademarks. We and our Affiliates can become associated with other concepts, including dual branding and other franchise systems, for any kind of products or services. You do not have any rights with respect to other or related business operations, concepts, products or services in which we or our Affiliates may be involved, now or in the future. We do not have to compensate you for any sales we or our Affiliates may make.

We and our Affiliates and can acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses. These other businesses can compete with Meet Fresh Stores and can have units located anywhere. One of these transactions could require that brand conversions to or from the Marks and Meet Fresh System be made by Meet Fresh Stores. If this type of conversion occurs, you have to participate promptly at your expense, including all costs associated with re-branding.

Under our current policy, there are no restrictions on the location of customers you may solicit to patronize your Meet Fresh Store. Neither we, nor our Affiliates, nor our franchisees are restricted from soliciting customers anywhere.

You are not permitted to market or sell through the Internet, World Wide Web, and other electronic or other means of marketing and distribution of Products and Services, or any channel of distribution other than your Meet Fresh Store.

You can operate only your Franchised Business at the Accepted Location. You have no rights under your Franchise Agreement to open/operate more than one Meet Fresh Store, or to acquire an additional Franchise Agreement for an additional location.

If you sign an Area Development Agreement you will have the right and the obligation to develop and open a certain number of Meet Fresh Stores within a mutually agreed upon geographical area (the "Development Area") and according to a development schedule set out in the Area Development Agreement, subject to certain conditions. You will not receive an exclusive territory with your Development Area. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we or our Affiliates control. Your Development Area is protected to the extent that we will not operate, or grant a franchise to any other person to operate, a Meet Fresh Store within the Development Area, as long as the Area Development Agreement is effective and you meet its requirements and those of all other agreements you have with us or any of our Affiliates. Except for a Meet Fresh Store physically located and having a street address in the Development Area, we and our Affiliates reserve all other rights. We can locate and operate anywhere, and authorize others to locate and operate anywhere, Meet Fresh Stores and any other kind of business using any channel of distribution, including the Internet, mobile services, and temporary facilities, and offering any type of product or service to customers located anywhere under any brand or trademark, including the Meet Fresh brand.

We can refuse to permit you to open or develop a Meet Fresh Store if (i) you and your affiliates are not complying with any agreement you have with us or our Affiliates; (ii) you haven’t met the document requirements to open, including signing a new Franchise Agreement for the Meet Fresh Store to be opened; (iii) you don’t demonstrate the financial or other capacity to open or develop another Meet Fresh Store; or (iv) you are not operating in good standing the number of Meet Fresh Stores required to then be open under your Development Schedule.

You must at all times use your best efforts to promote and increase Meet Fresh Store sales; however, there is no minimum sales quota or revenue requirement under the Franchise Agreement, but a failure to meet the Meet Fresh Store opening schedule is cause for terminating your Area Development Agreement.

We can prescribe, modify or eliminate policies such as marketing restrictions or restrictions on products or services you can use or provide in your Franchised Business. If we permit any individual deviations from these policies, we won’t be liable to you or required to grant you a similar deviation as long as we follow the law.

Any proposed change in your Accepted Location requires our written consent and will be subject to the same review, leasing and development requirements that apply to your initial Accepted Location.

Neither we nor our affiliates operate, franchise, or have plans to operate or franchise a business under a different trademark which sells or will sell goods or services similar to those of Meet Fresh Stores.

## ITEM 13. TRADEMARKS

Under the Franchise Agreement, we grant you the non-exclusive right to use the Marks in connection with the operation of your Meet Fresh Store. The Marks are owned by our Affiliate, Easy Way Station.

The following Marks registered or applications have been filed on the principal registry of the United States Patent and Trademark Office (USPTO):

| **Trademark** | **Registration No.** | **Date of Registration** | **Filed All Required Affidavits?** |
|---|---|---|---|
| Meet Fresh | Reg. No. 4885269 | January 12, 2016 | Yes |
| Meet Fresh | Reg. No. 4880074 | January 5, 2016 | Yes |
| MeetFresh | Reg. No. 5074405<br>Reg. No. 5302145 | November 1, 2016<br>October 3 2017 | Yes<br>Yes |
| MeetFresh 鮮芋仙<br>Exquisite teas, treats, desserts | Reg. No. 5838215 | August 20, 2019 | Yes |

We and our Affiliates also claim common law trademark rights for all of the Marks. We intend to file all required affidavits and renewals for the Marks as they become due.

No decision of any court or government agency limits our right to use or license the use of our Marks. There are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board or any other government agency or court concerning our Marks, and we do not know of any superior prior rights or infringing uses that could materially affect your use of the Marks in this state.

We have entered into a License Agreement with Easy Way Station dated March 31, 2016 (the "License Agreement") which grants us the right to use and sublicense to our franchisees the right to use the Marks. The term of the License Agreement is indefinite; however, it can be terminated if a breach is uncured or if we become insolvent. Easy Way Station can modify the Marks at any time and we have to comply with the changes. Easy Way Station has an unrestricted right to use and authorize other to use the Marks in any channel of distribution. The License Agreement also provides that if it is terminated, Easy Way Station can, if it chooses, take an assignment of some or all of the then-existing Franchise Agreements. Franchise Agreements not assumed by Easy Way Station are terminated at the same time as our License Agreement is terminated. Except for the License Agreement, there are no agreements that significantly limit our right to use or license the use of the Marks.

Your Meet Fresh Store will operate under the Meet Fresh brand, using it as a d/b/a. However, the formal, legal name for your franchised business entity must not include any of our Marks (or a modified version of any of our Marks or anything phonetically or visually similar to any of our Marks). So, for example, your legal business entity name might be John Smith Family, LLC, but you would do business under the Meet Fresh brand. You will obtain fictitious business name registration(s) for the d/b/a if required under your local law.

You also cannot include any of our Marks (or a modified version of any of our Marks or anything phonetically or visually similar to any of our Marks) as follows: (a) in a way that would negatively affect their goodwill or be out of compliance with our requirements; (b) in the performance/sale of any unauthorized services/products, from any unauthorized location or in any unauthorized manner; (c) on or in connection with any web site/page, domain name, site directory, e-mail address or other electronic display/use, without our written consent; (d) in any way upon termination or expiration of your Franchise Agreement; or (e) in any manner not authorized under the franchise agreement or in a separate writing from us.

You will use the "™" and/or "®" symbols and other notices, including notices of independent ownership, as we direct. You will comply with all policies and requirements we establish regarding Internet key word purchases, social network pages, videos or any other publication on the Internet in which the Marks are used or mentioned.

You will not take any action that jeopardizes our or our Affiliates' interests in, or the validity or enforceability of, the Marks. You must notify us immediately when you learn about an infringement of or challenge to your use of any of the Marks. We or our Affiliates will take any action we think appropriate, if any. We or our Affiliates have the sole right to control any administrative proceedings or litigation involving the Marks. You will cooperate with us in whatever action we take to protect the Marks, and we will cover the expenses.

We are not obligated to protect your use of the Marks or protect you against claims of infringement or unfair competition arising out of your use of the Marks.

If we discontinue, substitute, modify or add any Mark and require franchisees to do the same, you will comply at your own expense with the changes and we/our Affiliates will have no liability. You will have up to 30 days to implement these changes.

## ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

As of the date of this Disclosure Document, we do not own any rights in or to any patents, patent applications or copyrights that are material to the franchise. We claim (or will claim) copyright protection for our Manual and other publications and promotional materials, although we have not registered any of the materials with the U.S. Copyright Office (the "Copyright Office"). These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement, Manual and other communications that we provide to you. We reserve the right to register any of our copyrighted materials at any time we deem appropriate.

There is no current determination of the USPTO, Copyright Office or court regarding our claimed copyrights. We are not aware of any infringement that could materially affect the franchise.

There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. We are not required by any agreement to protect or defend any patent, trademark or copyright.

We know of no superior prior rights or infringing uses that could materially affect your use of the copyrights in the state where your Franchised Business will be located.

As a franchisee, you will learn information that belongs to us as trade secrets. Our proprietary information includes any Manuals, techniques, instructional materials and curricula, any proprietary recipes, processes, policies, procedures, systems, data, and know how regarding the establishment, operation and franchising of Meet Fresh Stores; Meet Fresh Store layouts and designs; specifications for any Meet Fresh customized Products and Services; and supplier lists and related agreements, pricing and terms; and Trade Secrets and other non-public information regarding the Meet Fresh System or Meet Fresh Stores. Non-public information can include potential location plans; Meet Fresh System statistics, profits, financial data; marketing plans and business strategies; store performance information, customer lists and related data for all Meet Fresh Stores, and other operating data/information. Your Franchise Agreement requires you to keep all of this material confidential while you are a franchisee and afterward. You cannot use the Meet Fresh intellectual property in any activity other than operating your franchise. You must use reasonable procedures that we request to help protect our secrets and confidential information.

You must notify us if you learn of an unauthorized use of our confidential information or any copyrighted work. We do not have to take any action against an unauthorized user, and we can respond as we think appropriate. We have the sole right to control any administrative proceedings or litigation involving our confidential information or any copyrighted work. We do not have to indemnify you for losses brought by a third party concerning your use of this information. You must cooperate with us when requested.

If we modify or discontinue any copyrighted work and require franchisees to do the same, you will comply at your own expense with the changes. You will have up to 30 days to implement these changes.

The domain name www.meetfresh.us is our or Easy Way Station's sole property, and you cannot register or use any domain name or URL that contains, uses or displays the words "Meet Fresh," or any Marks or other words or symbols related or confusingly similar to any of them without our written authorization. You must have our advance written approval when selecting and using any domain name(s) for the Franchised Business.

You assign all telephone numbers, email addresses and domain names appearing under our trademarks to us and we keep them when you no longer are our franchisee. We also own your clients/customers lists and related information, including contact information.

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

You are required to use best efforts to promote and increase sales of Meet Fresh Store Products and Services. You or your Designated Owner, are responsible for supervising your Franchised Business. We will deal with your Designated Owner on all matters relating to your Franchise Agreement or Franchised Business. The Designated Owner must have and maintain an equity interest in the Franchised Business. You must have at least 2 Store Managers to manage and supervise the Meet Fresh Store, one of whom may be the Designated Owner. Each Store Manager must successfully complete the Initial Training Program. We place no restriction on who you can hire as a Store Manager. He/she does not have to own any percentage of your Franchised Business, but you keep us up to date on who they are. You, your Designated Manager, your Store Manager(s) and any other applicable staff members must have food handler course(s) or equivalent certification(s) (if required under state or local law). You are responsible for all matters related to your Meet Fresh Store employees, including but not limited to those matters related to including but not limited to those related to (a) wages, benefits, and other compensation; (b) hours of work and scheduling; (c) the assignment of duties to be performed; (d) the supervision of the performance of duties; (e) work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline; (f) the tenure of employment, including hiring and discharge; (g) working conditions related to the safety and health of employees; and (h) the manner and means by which they carry out their duties.

You must maintain the assets and the condition and appearance of your Meet Fresh Store in good repair and consistent with our quality standards. We can notify you if we feel these standards are not being met, and give you timeframes for correcting the deficiencies. You will take all steps needed to correct each deficiency within the timeframes we require. These Store Maintenance Activities are additional to your Store Update requirements that must be met each Franchise Term and as a condition to renewal. Store Updates are intended to bring your Meet Fresh Store current with our then-existing new Meet Fresh Store standards and can include significant structural renovations/remodels and related capital investments.

We can require all your Owners, if you are a Business Entity franchisee, to sign a personal guaranty of your performance. The Owners' spouses (provided that they themselves are not Owners) are not required to sign a personal guaranty. Our current form of personal guaranty is attached to the Franchise Agreement as Schedule B, but the form can change.

You must have anyone who has access to Confidential Information sign a form of confidentiality and non-use agreement we approve. A non-compete, non-disclosure and non-use agreement form for Owners is attached as Schedule E to the Franchise Agreement or Schedule F to the Franchise Agreement (for California Franchisees). These agreements impose certain competitive restrictions on Owners for a 2-year period after the Franchise Agreement ends, including disallowing them from operating, supporting or having an interest in a business similar to a Meet Fresh Store, among other limitations. We may provide you a proposed form of confidentiality agreement for Store Managers and other applicable employees and agents. You have to provide us copies of executed confidentiality agreements upon our request. You give us and our Affiliates an unrestricted, perpetual right without charge to use and license the use of any enhancement, adaptation, invention, publication, derivative work, modification or new process developed or acquired by you or your employees/agents concerning any aspect of the Meet Fresh Store or its operation, instructional activities/recipes or formulas, or promotion.

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

You may only offer and sell Products and Services we approve at your Meet Fresh Store. You must also offer and sell all Products and Services we may require, which Products and Services may change from time to time, at our sole discretion.

You have the right to determine your Meet Fresh Store retail prices, although we have the right to establish minimum and maximum prices to the extent permitted under applicable law. We also may recommend pricing.

We will provide you a list of Approved Suppliers and can add to, delete from or modify Approved Suppliers lists, as well as the approved Products and Services you offer/use from or at your Meet Fresh Store.

We can change any Manual and all other components of the Meet Fresh System and require you to make the changes that are mandatory. However, you cannot make changes without our written consent. We can also condition your participation in any program or promotion and your access to any franchise tools and resources on your compliance with your Franchise Agreement and the mandatory requirements of any Manual.

You cannot establish any website, Internet directory listing or any other presence on the Internet relating to your Meet Fresh Store or the Franchised Business or publish any information or statements using the Marks, including in social networks and related media, without our prior written consent. You are not permitted to operate or be involved with any online store offering or selling products or services the same as or competitive with the Products and Services available through the Franchised Business.

There are no restrictions on the customers to whom you can offer and sell Products and Service; provided, however, you may only offer and sell Products and Services at your Meet Fresh Store and not through any other channels of distribution (including online).

If we choose to, we can provide you with forms, agreements and other materials you will use in your Meet Fresh Store. However, we do not warrant the legal sufficiency or quality of any documents we may approve or provide, and you are responsible for having them reviewed by local counsel for your own protection.

## ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

### THE FRANCHISE RELATIONSHIP

**FRANCHISE AGREMENT: This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.**

| Provision | Sections In Franchise Agreement | Summary |
|---|---|---|
| a. Term of the franchise | Section 2.A | Term of your agreement with us is 10 years. It could end earlier if we terminate earlier under (f), as follows. If you are a transferee of an existing franchise, then your term will be either 10 years or the remainder of the transferor's term, whichever we decide. |
| b. Renewal or extension of the term | Section 2.B | If you meet all conditions, you can renew for 2 additional 5 year terms. |
| c. Requirements for you to renew or extend | Section 2.B | To renew you must: be in compliance with agreements with us; have your Meet Fresh Store in compliance with standards for new or renewing Meet Fresh Stores; have right to remain at Premises for duration of Renewal term; comply with new Franchisee qualification and training requirements; give us written notice of your desire to renew between 270 and 365 days before expiration of Initial Term; pay amounts due us/our Associates; sign, and have Franchisee Owners and Associates sign, a General Release in favor of us/our Associates and related persons; pay a Renewal Fee of $5,000; and sign then-current form of Franchise Agreement, Renewal addenda, and/or extension agreement and/or related documents, as we choose.<br><br>You may be asked to sign a contract with materially different terms and conditions from those of your original contract. |
| d. Termination by you | Not applicable | You may terminate under any grounds permitted by law. |
| e. Termination by us without cause | Section 16.D | We cannot terminate without cause; however, if the License Agreement between us and Easy Way Station is terminated or expires, Easy Way Station can, if it chooses, take an assignment of some or all then existing Franchise Agreements. Franchise Agreements not assumed by Easy Way Station are terminated at the same time as our License Agreement expires or is terminated. |

| Provision | Sections In Franchise Agreement | Summary |
|---|---|---|
| f. Termination by us with cause | Sections 16.A and 16.B | We may terminate if you default on any of your obligations. |
| g. "Cause" defined – defaults which can be cured | Section 16.B | You have 5 days to cure monetary defaults, funds transfer account deficiencies and defaults concerning Approved Suppliers or Products and Services or to stop use of unauthorized products/suppliers. You have 30 days to cure any other curable defaults/non-compliance with any other requirement. If you fail to cure within these timeframes, we may terminate your franchise. |
| h. "Cause" defined – defaults which cannot be cured: | Section 16.A | Non-curable defaults include: failure to have an Accepted Location within 180 days of the Effective Date of the Franchise Agreement or open/operate the Meet Fresh Store by Opening Period Deadline; failure to complete the Initial Training Program; making material misrepresentation or omission in your franchise application; felony or other offense likely to have adverse impact on the franchise; unauthorized use or disclosure of Trade Secret, Confidential Information or Copyrighted Works; abandonment of Franchised Business; failure to relocate after vacating Accepted Location; unauthorized Transfer; submission of 3 or more falsified/inaccurate reports or other information; insolvency, receivership, bankruptcy or assignment for the benefit of creditors; misuse of Marks or any act expected to impair goodwill of the Marks; failure 2 or more times within 12 month period to timely submit required reports or other information, to pay Royalty Fees or other amounts, or to comply with franchise agreement, whether or not failures are corrected; more than 2 written notices of default concerning Approved Suppliers or Products and Services, even if cured; any safety, health or consumer protection violation; failure to comply with laws relating to the franchise; failure to have, maintain and provide proof of sufficient insurance; failure to transfer in the event of death or incapacity. |

| Provision | Sections In Franchise Agreement | Summary |
|---|---|---|
| i. Your obligations on termination/ non-renewal | Section 17 | De-identify as present or former Meet Fresh franchisee; stop using the Meet Fresh System and Marks; cancel or assign any assumed name containing Meet Fresh or any derivative; pay us amounts already due, or incurred after termination/expiration, including our costs for collection, enforcement, damages, expenses and Attorneys' Fees; discontinue, return and/or destroy any Manual, instructional program, marketing materials, and any items bearing Marks as we decide; discontinue/remove domain names, email addresses, Internet key word purchases, social network pages, videos and other publications using Marks; comply with non-compete and other covenants, including limitations on the operation of, participation in, or support to a Similar Business in relation to the Franchised Business; assign phone and fax numbers, email addresses and domain names to us; notify phone company and other listing agencies of termination/expiration of right to use phone/fax numbers, email addresses, domain names and other directory listings associated with the Marks; pay other amounts which would have become due under the franchise agreement or other agreement with us if you had continued as franchised Store for full term.<br><br>We have no obligation to repurchase any remaining Proprietary Products or supplies inventory. At our request and your expense, you must return the remaining Proprietary Products or supplies inventory to a location we designate. If you operate another franchised Meet Fresh Store, we may permit you to use the inventory at the other store. |
| j. Assignment of contract by us | Section 18.A | There is no restriction on our right to assign. |
| k. "Transfer" by you – definition | Section 18.B | Includes assignment, sale, gift, pledge, grant or merger of any security, ownership or other interest in the Meet Fresh Store, the Franchise Agreement or the franchisee or a substantial portion of the assets. |
| l. Our approval of your transfer | Sections 18.B | You must receive our approval first. |

| Provision | Sections In Franchise Agreement | Summary |
|---|---|---|
| m. Conditions for our approval of transfer | Section 18.C, Section 18.D and Section 20 | Transferee must have good credit rating and business qualifications and meet new franchisee standards and you provide us with this information; transferee must pay the then-current initial training fee and complete Initial Training Program and/or demonstrate ability to operate the Meet Fresh Store; transferee and its Owners sign personal guarantees as well as new Franchise Agreement and/or written assignment of your obligations under your Franchise Agreement; we decide whether transferee's term will be for unexpired portion of your franchise agreement or full term of new Franchise Agreement; we receive $3,000 Transfer Fee ($15,000 Transfer Fee if the transfer occurs within 24 months of the date of your Franchise Agreement); you cannot own any security interest in franchise after transfer without our prior written consent; we can request you and transferee sign consent to transfer; the transferee cannot own interests in Similar Businesses or otherwise breach its Franchise Agreement; all amounts due must be paid in full; each certificate representing ownership interest in the transferee entity must include a statement that ownership interests are subject to the Franchise Agreement restrictions on transfer; no interest in the transferee entity may be transferred or issued without our prior written request; Meet Fresh Store and its operations must be brought into full compliance with current standards for a new Meet Fresh Store.<br><br>We do not charge a transfer fee for a one-time transfer to a wholly owned business entity formed by you, but additional conditions apply to this type of transfer to a business entity franchisee.<br><br>Except for a transfer from individual franchisee(s) to a wholly owned Business Entity, we have a right of first refusal on any proposed transfer. |
| n. Our right of first refusal to buy your business | Section 20 | We can match any offer for your business and can also require certain terms of sale. |
| o. Our option to purchase your business | Not applicable | Not applicable |
| p. Your death or disability | Section 19 | Your interest must be transferred to an approved 3rd party within 180 days. |

| Provision | Sections In Franchise Agreement | Summary |
|---|---|---|
| q. Non-competition covenants during term of franchise | Section 15.A, Section 15.B and Section F<br><br>Schedule E | Subject to applicable state law, you and Owners must not divert any customers, do anything to injure goodwill of Marks or have involvement or family involvement in any Similar Business. |
| r. Non-competition covenants after franchise is terminated or expires | Section 15.C and Section16.D<br><br>Schedules E and F | For 2 years after termination or non-renewal, you, your Affiliates, Family Members and Owners cannot be involved in a Similar Business within a 10 mile radius of your Meet Fresh Store or any other Meet Fresh Store location. (Subject to state law. See State Addendum, Ex. F).<br><br>If you are not in default of the Franchise Agreement and the Franchise Agreement is terminated because our License Agreement with Easy Way is terminated or expires, you are not required to comply with the non-competition obligations of Section 15.C. |
| s. Modification of the agreement | Section 27 | No modification except in writing signed by you and us, but we can change any Manual as we wish. |
| t. Integration/merger clause | Section 27 | Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of this Disclosure Document and Franchise Agreement may not be enforceable. |
| u. Dispute resolution by arbitration or mediation | Section 30 | Except for claims for injunction and other provisional relief or actions for collection of undisputed payment, any claim arising out of or relating to the Franchise Agreement, or its breach must be resolved by mediation, and if mediation is not successful, then by arbitration in Los Angeles County, California. Waiver of punitive, exemplary or multiple damages; class action waiver. (Subject to state law. See State Addendum, Ex. F). |
| v. Choice of forum | Section 29.B. and Section 30.C. | Los Angeles County, California. (Subject to state law. See State Addendum, Ex. F). |

| Provision | Sections In Franchise Agreement | Summary |
|---|---|---|
| w. Choice of law | Section 29.A. and Schedules E and F | California law applies, except for breaches of Sections 15.A, 15.B and 15.C (in which case law of the place where breach occurs controls) and no California franchise law applies unless jurisdictional, definitional and application requirements of the law are met independently of this franchise term.<br><br>The Owner Non-Compete, Non-Disclosure and Confidentiality Agreement (Schedules E and F to the Franchise Agreement) is governed by the laws of the state where a claimed breach occurs, and no provisions of any statute, regulation or law regarding franchises will apply unless jurisdictional, definitional and other requirements thereof are met independently of this Section. (Subject to state and applicable federal law. See State Addendum, Ex. F). |

**AREA DEVELOPMENT AGREMENT: This table lists certain important provisions of the Area Development Agreement and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.**

| Provision | Sections In Area Development Agreement | Summary |
|---|---|---|
| a. Term of the franchise | Section 4.1 | The term ends at the earlier of the latest Development Period deadline or the opening date of the last scheduled Store. |
| b. Renewal or extension of the term | Section 4.2 | No right to renew. If we determine further development of the Development Area is desirable, we may allow you to develop additional Meet Fresh Stores. |

| Provision | Sections In Area Development Agreement | Summary |
|---|---|---|
| c. Requirements for you to renew or extend | Section 4.3. | To accept any additional development offer, you must: (a) have fully performed your obligations under the Area Development Agreement and all other agreements; (b) demonstrated financial capacity to perform additional development obligations; (c) at the expiration of the Area Development Agreement, continue to operate not less than the total number of Meet Fresh Stores required under the Development Schedule; (d) sign a general release; (e) sign current form of Area Development Agreement.<br><br>You may be asked to sign a contract with materially different terms and conditions from those of your original contract, including different fees and new development schedule. |
| d. Termination by you | Not applicable | You may terminate under any grounds permitted by law. |
| e. Termination by us without cause | Not applicable | We cannot terminate without cause. |
| f. Termination by us with cause | Section 11 | We may terminate if you default on any of your obligations. |
| g. "Cause" defined – defaults which can be cured | Sections 11.1(f) and (g) and Section 11.2 | You have 10 days to cure monetary defaults. You have 30 days to cure any other curable defaults/non-compliance with any other requirement. If you fail to cure within these timeframes, we may terminate your Area Development Agreement.<br><br>Any default under the Area Development Agreement may be considered a default under any Franchise Agreement or other agreement with us or Franchisor Associate and default under the Franchise Agreement is default under the Area Development Agreement. |

| Provision | Sections In Area Development Agreement | Summary |
|---|---|---|
| h. "Cause" defined – defaults which cannot be cured: | Sections 11.1 (a) - (e) and Section11.2 | Non-curable defaults include: unauthorized Transfer; failure to meet development schedule; commitment to lease without our authorization; development/operation of a store without compliance with Agreement; insolvency, receivership, bankruptcy or assignment for the benefit of creditors; felony or other offense likely to have adverse impact on the goodwill of the Marks.<br><br>Any default under the Area Development Agreement may be considered a default under any Franchise Agreement or other agreement with us or Franchisor Associate and default under the Franchise Agreement is default under the Area Development Agreement. |
| i. Your obligations on termination/ non-renewal | Sections 10.2, 12 and 14<br><br>Exhibits E, F-1 and F-2 | Obligations that expressly or by their nature survive expiration/termination of the Area Development Agreement continue until satisfied or by nature expire. |
| j. Assignment of contract by us | Section 7.1 | There is no restriction on our right to assign. |
| k. "Transfer" by you – definition | Section 7.2 | Includes assignment, sale, gift, pledge, grant or merger of any security, ownership or other interest in the Area Development Agreement or developer. |
| l. Our approval of your transfer | Section 7.2. | You must receive our approval first. |

| Provision | Sections In Area Development Agreement | Summary |
|---|---|---|
| m. Conditions for our approval of transfer | Section 7.2 | All payment obligations to us or any Franchisor Associate have been satisfied in a timely manner; you, your Affiliates and any Owner(s) are not in default of the development agreement, any franchise or other agreement with us or any Franchisor Associate; you and your Affiliates and Owner(s) sign a release; transferee assumes all of your obligations under your area development agreement and its owners sign personal guarantees; transferee meets our then current qualifications for new area developers; you remain liable for all obligations to us and our Franchisor Associates incurred before the date of the Transfer; you pay a transfer fee of $3,000, in addition to any fees payable with the Transfer of any Stores.<br><br>No security interest in the development agreement, any Stores, any Store franchise agreements, the Developer or any of the Developer's business assets may be granted without our written consent. If permitted any security interest will be subordinated to our rights to payment under the applicable agreement. |
| n. Our right of first refusal to buy your business | Section 7.5 | We have a right to accept the terms of any proposed Transfer of any interest in the development agreement or Developer's business. |
| o. Our option to buy your business | Not Applicable | Not Applicable |
| p. Your death or disability | Not Applicable | Not Applicable |
| q. Non-competition covenants during term of franchise | Section 10.1<br>Exhibits E and F-2 | No direct or indirect interest in any Similar Business or in an entity granting franchises or licenses or joint ventures for Similar Businesses. No financial support or services as an employee, consultant or otherwise for a Similar Business or in an entity granting franchises or licenses or in joint ventures for Similar Businesses. |

| Provision | Sections In Area Development Agreement | Summary |
|---|---|---|
| r. Non-competition covenants after agreement is terminated or expires | Section 10.2<br>Exhibits E and F-1 | If you are still operating one or more Stores under a franchise agreement, the terms of the most recently granted franchise agreement will control.<br><br>Otherwise, for 2 years after termination, expiration or transfer, you, your Affiliates, Family Members and Owners cannot be involved in a Similar Business i) within the Development Area or within a radius of 10 miles of any Meet Fresh Store, or ii) provide any financial support or perform any services as an employee, agent, representative, consultant or in any capacity for any Similar Business in the Development Area or within a radius of 10 miles of any Meet Fresh Store, or have any direct or indirect interest anywhere in, or provide any financial support to, any entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses, or perform any services anywhere as an employee, agent, representative, consultant or in any capacity of any kind for any such entity. (Subject to state law. See State Addendum, Ex. E). |
| s. Modification of the agreement | Sections 2.3 and 16.3 | No modification except in writing signed by you and us. Any modification or amendment may be subject to conditions including a general release. |
| t. Integration/merger clause | Section 16.5 | Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and the Area Development Agreement may not be enforceable. |
| u. Dispute resolution by arbitration or mediation | Section 14 | Except for claims for injunction and other provisional relief or actions for collection of undisputed payment, any claim arising out of or relating to the Agreement, or its breach must be resolved by mediation, and if mediation is not successful, then by arbitration in Los Angeles County, California. Waiver of punitive, exemplary or multiple damages; class action waiver. (Subject to state law. See State Addendum, Ex. F). |
| v. Choice of forum | Sections 13.2 and 14.3 | Los Angeles County, California. (Subject to state law. See State Addendum, Ex. F). |

| Provision | Sections In Area Development Agreement | Summary |
|---|---|---|
| w. Choice of law | Section 13.1 and Section 11 of Exhibits E and F-2 | California law applies, except for breaches of Sections 9 and 10 (in which case law of the place where breach occurs controls) and no California franchise law applies unless jurisdictional, definitional and application requirements of the law are met independently of this term.<br><br>The Owner Non-Compete, Non-Disclosure and Confidentiality Agreement (Exhibits E and F-2 to the Developer Agreement) is governed by the laws of the state where a claimed breach occurs, and no provisions of any statute, regulation or law regarding franchises will apply unless jurisdictional, definitional and other requirements thereof are met independently of this Section.<br><br>(Subject to state and applicable federal law. See State Addendum, Ex. F). |

## ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote the 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 potential future income, you should report it to the franchisor's management by contacting Chingyi Fu, General Manager, at 227 North Sunset Avenue, City of Industry, California 91744, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

**TABLE 1**
**Systemwide Outlet Summary**
**For Years 2022 to 2024**

| Outlet Type | Year | Outlets at Start of the Year | Outlets at End of the Year | Net Change |
|---|---|---|---|---|
| Franchised | 2022 | 27 | 29 | 2 |
| | 2023 | 29 | 26 | -3 |
| | 2024 | 26 | 30 | 4 |
| Company Owned* | 2022 | 10 | 10 | 0 |
| | 2023 | 10 | 9 | -1 |
| | 2024 | 9 | 8 | -1 |
| Total | 2022 | 37 | 39 | 2 |
| | 2023 | 39 | 35 | -4 |
| | 2024 | 35 | 38 | 3 |

***** We do not own or operate any Meet Fresh Stores, but our Affiliate, **Easy Way Formula, LLC**, owns and operates the Meet Fresh Stores, which are substantially similar to a franchised Meet Fresh Store.

**TABLE 2**
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**
**For years 2022 to 2024**

| State | Year | Number of Transfers |
|---|---|---|
| **Colorado** | 2022 | 1 |
| | 2023 | 0 |
| | 2024 | 0 |
| **North Carolina** | 2022 | 1 |
| | 2023 | 0 |
| | 2024 | 0 |
| **Texas** | 2022 | 1 |
| | 2023 | 1 |
| | 2024 | 0 |
| **Total** | 2022 | 3 |
| | 2023 | 1 |
| | 2024 | 0 |

**TABLE 3**
**Status of Franchised Outlets**
**For years 2022 to 2024**

| State | Year | Outlets at Start of Year | Outlets Opened | Termina-tions | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| **Arizona** | 2022 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| **California** | 2022 | 7 | 1 | 0 | 0 | 0 | 1 | 7 |
| | 2023 | 7 | 0 | 0 | 0 | 0 | 2 | 5 |
| | 2024 | 5 | 3 | 0 | 0 | 0 | 1 | 7 |
| **Colorado** | 2022 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Florida** | 2022 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Georgia** | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Hawaii** | 2022 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Illinois** | 2022 | 2 | 0 | 0 | 0 | 0 | 1 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Massachusetts** | 2022 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Michigan** | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 2 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **New Jersey** | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| **New York** | 2022 | 3 | 1 | 0 | 0 | 0 | 0 | 4 |

| State | Year | Outlets at Start of Year | Outlets Opened | Termina-tions | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 2 | 0 | 0 | 0 | 0 | 6 |
| **Nevada** | 2022 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **North Carolina** | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 1 | 0 | 0 | 0 | 1 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Oregon** | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Texas** | 2022 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| **Utah** | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Washington** | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| **Total** | 2022 | 27 | 6 | 0 | 0 | 0 | 4 | 29 |
| | 2023 | 29 | 3 | 0 | 0 | 0 | 6 | 26 |
| | 2024 | 26 | 5 | 0 | 0 | 0 | 1 | 30 |

**TABLE 4**
**Status of Company-Owned Outlets***
**For years 2022 to 2024**

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|
| **California** | 2022 | 10 | 0 | 0 | 0 | 0 | 10 |
| | 2023 | 10 | 0 | 0 | 1 | 0 | 9 |
| | 2024 | 9 | 0 | 0 | 1 | 0 | 8 |
| **Total** | 2022 | 10 | 0 | 0 | 0 | 0 | 10 |

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|
| | 2023 | 10 | 0 | 0 | 1 | 0 | 9 |
| | 2024 | 9 | 0 | 0 | 1 | 0 | 8 |

* We do not own or operate any Meet Fresh Stores, but our Affiliate, **Easy Way Formula, LLC**, owns and operates the Meet Fresh Stores, which are substantially similar to a franchised Meet Fresh Store.

**TABLE 5**
**Projected Openings as of December 31, 2024**

| State | Franchise Agreements Signed but Outlet Not Opened | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company-Owned Outlets in the Next Fiscal Year* |
|---|---|---|---|
| California | 1 | 2 | 1 |
| **Total** | 1 | 2 | 1 |

* We do not own or operate any Meet Fresh Stores, but our Affiliate, **Easy Way Formula, LLC**, owns and operates Meet Fresh Stores, which are substantially similar to a franchised Meet Fresh Store.

Attached as Exhibit D is a list of name, city and state and current business telephone numbers of all of our franchisees that have executed a Franchise Agreement as of December 31, 2024.

Exhibit D lists the name, city and state and last known business telephone numbers of franchisees who had an outlet terminated, canceled or not renewed, or that otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or had not communicated with us within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisees have signed confidentiality provisions in the last 3 years that would restrict their ability to speak openly about their experience with the Meet Fresh System.

There are no trademark-specific organizations formed by us or our franchisees that are associated with the Meet Fresh System.

## ITEM 21. FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit A are our audited financial statements as of December 31, 2024, December 31, 2023, and December 31, 2022.

## ITEM 22. CONTRACTS

Attached to this Disclosure Document are the following:

Exhibit A Financial Statements
Exhibit B Franchise Agreement and Schedules
- Schedule A. Franchisee Owners, Designated Owner and Accepted Location
- Schedule B. Guarantee and Assumption of Obligations
- Schedule C. Current Form of Releasing Language
- Schedule D. ADA and Related Certifications
- Schedule E. Owner Non-Compete, Non-Disclosure and Confidentiality Agreement (Non-California Franchisees)
- Schedule F. California Addendum and Owner Non-Compete, Non-Disclosure and Confidentiality Agreement (California Franchisees)

Exhibit C Area Development Agreement with Exhibits
- Exhibit A Development Area
- Exhibit B Development Schedule
- Exhibit C General Releasing Language
- Exhibit D Owner's Guaranty and Assumption of Business Entity Developer's Obligations
- Exhibit E Owner Non-Compete, Non-Disclosure and Confidentiality Agreement
- Exhibit F California Addendum and Owner Non-Compete, Non-Disclosure and Confidentiality Agreement (California Developers)

Exhibit D List of Current and Former Franchisees
Exhibit E State Franchise Law Administrators and Agents for Service of Process
Exhibit F State Specific Addendum
Exhibit G Current Form of Executive Order 13224 and Related Certifications
Exhibit H State Effective Dates
Exhibit I Receipt

**Important Notice:** 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.

## ITEM 23. RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document as Exhibit I. Please return one signed copy to us and retain the other for your records.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

**EXHIBIT A TO THE DISCLOSURE DOCUMENT**

**FINANCIAL STATEMENTS**

[see attached]

**MEET FRESH FRANCHISING, LLC**
**Financial Statements**
**December 31, 2024, 2023, 2022**

**MEET FRESH FRANCHISING, LLC**

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**Independent Auditors' Report**

To the Member of
Meet Fresh Franchising LLC

***Opinion***

We have audited the financial statements of Meet Fresh Franchising LLC, which comprise the balance sheets as of December 31, 2024, 2023, and 2022, and the related statements of earnings and member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Meet Fresh Franchising LLC as of December 31, 2024, 2023, and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Basis for Opinion***

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

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

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

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

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

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Meet Fresh Franchising LLC's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Meet Fresh Franchising LLC's ability to continue as a going concern for a reasonable period of time.

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

***Report on Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying statement of expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

KCCW Accountancy Corp.

Diamond Bar, California
March 3, 2025

**MEET FRESH FRANCHISING LLC**
**BALANCE SHEETS**

| | December 31, 2024 | December 31, 2023 | December 31, 2022 |
|---|---|---|---|
| **Assets** | | | |
| Current assets | | | |
| Cash and cash equivalents | $ 150,324 | $ 117,061 | $ 459,816 |
| Accounts receivables, net | 160,246 | 159,407 | 185,534 |
| Other receivable and prepaid expenses – related party | - | - | 49,318 |
| Prepaid income tax | - | 42 | 5,100 |
| **Total current assets** | 310,570 | 276,510 | 699,768 |
| Due from affiliated companies | 5,515,000 | 4,725,000 | 3,245,000 |
| **Total Assets** | $ 5,825,570 | $ 5,001,510 | $ 3,944,768 |
| **Liabilities and Member's Equity** | | | |
| Current Liabilities | | | |
| Accrued expenses | $ 25,001 | $ 22,490 | $ 26,658 |
| Deferred revenue - initial franchise fees, current | 60,000 | 54,000 | 66,000 |
| Due to affiliated company | 1,400 | - | - |
| Total current liabilities | 86,401 | 76,490 | 92,658 |
| Other Liabilities | | | |
| Deferred revenue - initial franchise fees, excluding current portion | 257,021 | 254,954 | 349,953 |
| Total liabilities | 343,422 | 331,444 | 442,611 |
| Member's equity | | | |
| Member's equity | 5,482,148 | 4,670,066 | 3,502,157 |
| Total member's equity | 5,482,148 | 4,670,066 | 3,502,157 |
| **Total Liabilities and Member's Equity** | $ 5,825,570 | $ 5,001,510 | $ 3,944,768 |

The accompanying notes are an integral part of these financial statements.

## MEET FRESH FRANCHISING LLC
## STATEMENTS OF EARNINGS AND MEMBER'S EQUITY

| | For the Years ended December 31, 2024 | 2023 | 2022 |
|---|---|---|---|
| Revenues | | | |
| Franchise fees | $ 69,650 | $ 147,958 | $ 109,560 |
| Franchise royalties | 1,724,263 | 1,958,089 | 1,983,149 |
| Application fees | 600 | 1,200 | 2,000 |
| Total revenues, net | 1,794,513 | 2,107,247 | 2,094,709 |
| | | | |
| Operating expenses | | | |
| Administrative | 288,234 | 258,504 | 213,533 |
| Franchise supportive | 692,628 | 677,560 | 407,773 |
| Total operating expenses | 980,862 | 936,064 | 621,306 |
| | | | |
| Income from operations | 813,651 | 1,171,183 | 1,473,403 |
| | | | |
| Other income (expense), net | 30 | 26 | 47 |
| | | | |
| Income before income taxes | 813,681 | 1,171,209 | 1,473,450 |
| Provision for income tax | 1,599 | 3,300 | 3,300 |
| | | | |
| Net income | $ 812,082 | $ 1,167,909 | $ 1,470,150 |
| | | | |
| Member's Equity, beginning | 4,670,066 | 3,502,157 | 2,032,007 |
| Distribution | - | - | - |
| Member's Equity, ending | $ 5,482,148 | $ 4,670,066 | $ 3,502,157 |

The accompanying notes are an integral part of these financial statements.

**MEET FRESH FRANCHISING LLC**
**STATEMENTS OF CASH FLOWS**

| | For the Years ended December 31, 2024 | 2023 | 2022 |
|---|---|---|---|
| Cash flows from operating activities | | | |
| Net income | $ 812,082 | $ 1,167,909 | $ 1,470,150 |
| Adjustments to reconcile net income to net cash provided by operating activities | | | |
| Provision for doubtful account | - | 20,000 | - |
| Changes in assets and liabilities | | | |
| (Increase) decrease in accounts receivable | (3,122) | 6,127 | (42,329) |
| (Increase) decrease in other receivable and prepaid expenses - related party | - | 49,318 | (48,318) |
| (Increase) decrease in prepaid income tax | 42 | 5,058 | 2,500 |
| Increase (decrease) in accrued expenses | 2,511 | (4,168) | (2,153) |
| Increase (decrease) in deferred revenue | 10,350 | (106,999) | (38,952) |
| Net cash provided by operating activities | 821,863 | 1,137,245 | 1,340,898 |
| Cash flows from financing activities | | | |
| Increase in due from affiliated companies | (790,000) | (1,480,000) | (1,035,000) |
| Increase in due to affiliated company | 1,400 | - | - |
| Net cash used in financing activities | (788,600) | (1,480,000) | (1,035,000) |
| Net increase (decrease) in cash and cash equivalents | 33,263 | (342,755) | 305,898 |
| Cash and cash equivalents | | | |
| Beginning | 117,061 | 459,816 | 153,918 |
| Ending | $ 150,324 | $ 117,061 | $ 459,816 |
| Supplemental disclosure of cash flows | | | |
| Cash paid during the year for: | | | |
| Income tax | $ - | $ - | $ 800 |
| Interest expense | $ - | $ - | $ - |

The accompanying notes are an integral part of these financial statements.

**MEET FRESH FRANCHISING, LLC**
**NOTES TO FINANCIAL STATEMENTS**

## NOTE 1 – ORGANIZATION

Meet Fresh Franchising, LLC (the "Company"), a wholly-owned subsidiary of Easy Way USA, Inc., was organized under the State Law of California on March 8, 2016 for the purpose of selling "Meet Fresh" dessert restaurant franchises.

The number of franchise restaurant operating as of each year end was as follows:

| | |
|---|---|
| 2024 | 30 |
| 2023 | 26 |
| 2022 | 30 |

As of December 31, 2024, there were 2 unopened stores with franchise agreements.

## NOTE 2 – PRINCIPAL INDUSTRY AND SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist the reader in understanding and evaluating the financial statements. These policies are in conformity with generally accepted accounting principles and have been applied consistently in all material respects.

*Basis of Presentation*

The financial statements of the Company are presented in conformity with accounting principles generally accepted in the United States of America, which require management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses during reporting period, and of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

*Principal Industry*

The Company, under the operation of Meet Fresh Franchising, LLC as a franchisor, grants the franchisee the non-exclusive right to use the system and marks for the establishment and operation of a store using and selling franchisor-approved products and services from the accepted location.

*Cash and cash equivalents*

For purposes of reporting cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

*Use of estimates*

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

*Revenue Recognition*

The Company adopted FASB ASC 606, "Revenue from Contracts with Customers (Topic 606) for revenue recognition. Topic 606 requires the Company to recognize revenues when control of the promised goods or services and receipt of payment is probable. The Company recognizes revenue based on the five criteria for revenue recognition established under Topic 606: 1) identify the contract, 2) identify separate performance obligations, 3) determine the transaction price, 4) allocate the transaction price among the performance obligations, and 5) recognize revenue as the performance obligations are satisfied. ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. The Company's revenue primarily includes franchise fees and royalty fees revenue charged from franchisees.

Franchise Fee Revenue

The Company sells individual franchises. The franchise agreements typically require the franchisee to pay an initial fee prior to opening the respective location(s). The Company requires an initial franchise fee of $20,000 from the franchisee upon the execution of the franchise agreement. The franchise fee is non-refundable, except for certain conditions as provided in the franchise agreement. Each franchised restaurant operates under a separate franchise agreement. Under the terms of the franchise agreements, the Company typically promises to provide franchise rights, pre-opening services such as blueprints, operational materials and training courses.

Initial franchise fees are recognized as the Company satisfies the performance obligation over the franchise term, which is generally 10 years. Deferred franchise fees are recognized straight-line over the term of the underlying agreement and the amount expected to be recognized in franchise revenue for amounts in deferred franchise fees as of December 31, 2024 is as follows:

| | | |
|---|---|---|
| FY 2025 | $ | 60,000 |
| FY 2026 | | 59,518 |
| FY 2027 | | 55,174 |
| FY 2028 | | 45,029 |
| FY 2029 | | 36,645 |
| Thereafter | | 60,655 |
| Total deferred revenue – initial franchise fees | $ | 317,021 |

The balance of total deferred revenue was $317,021, $308,953, $415,953, and $454,905 December 31, 2024, 2023, 2022, and 2021, respectively. Revenue recognized from deferred revenue balance at the beginning of the year was $61,288, $139,095, $98,961 during the year ended December 31, 2024, 2023, and 2022, respectively.

Royalty Fees

Continuing royalty fees are recognized as revenue when earned. The Company accrued royalty fees based on a percentage of franchisee sales on a monthly basis. Royalty fee is recognized as revenue during the respective franchise agreement based on the royalties earned each period as the underlying franchise store sales occur.

*Income taxes*

The Company accounts for income taxes in accordance with ASC 740, Income Taxes, which requires that the Company recognize deferred tax liabilities and assets based on the differences between the financial statement carrying amounts and the tax basis of assets and liabilities, using enacted tax rates in effect in the years the differences are expected to reverse. Deferred income tax benefit (expense) results from the change in net deferred tax assets or deferred tax liabilities. A valuation allowance is recorded when, in the opinion of management, it is more likely than not that some or all of any deferred tax assets will not be realized. The Company recognizes a tax benefit associated with an uncertain tax position when, in its judgment, it is more likely than not that the position will be sustained upon examination by a taxing authority. For a tax position that meets the more-likely-than-not recognition threshold, the Company initially and subsequently measures the tax benefit as the largest amount that the Company judges to have a greater than 50% likelihood of being realized upon ultimate settlement with a taxing authority. The Company's liability associated with unrecognized tax benefits is adjusted periodically due to changing circumstances. Such adjustments are recognized entirely in the period in which they are identified. As of December 31, 2024, 2023, and 2022, the Company had no significant uncertain tax positions that qualify for either recognition or disclosure in the financial statements. The Company recognizes interest and penalties related to significant uncertain income tax positions in other expense, if any. There were no such interest and penalties for the years ended December 31, 2024, 2023, and 2022.

**Recent accounting pronouncement**

In March 2023, the FASB issued ASU 2023-01, Lease (Topic 842): Common Control Arrangements, which clarifies the accounting for leasehold improvements associated with leases between entities under common control (hereinafter referred to as common control lease). ASU 2023-01 requires entities to amortize leasehold improvements associated with common control lease over the useful life to the common control group (regardless of the lease term) as long as the lessee controls the use of the underlying asset through a lease, and to account for any remaining leasehold improvements as a transfer between entities under common control through an adjustment to equity when the lessee no longer controls the underlying asset. This ASU will be effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years. Early adoption is permitted for both interim and annual financial statements that have not yet been made available for issuance. An entity may apply ASU 2023-01 either prospectively or retrospectively. The Company's management does not believe the adoption of this ASU will have a material impact on its financial statements and disclosures.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvement to Income Tax Disclosures to enhance the transparency and decision usefulness of income tax disclosures. The ASU primarily enhances and expands both the income tax rate reconciliation disclosure and the income taxes paid disclosure. The amendments in ASU 2023-09 address investor requests for enhanced income tax information primarily through changes to the rate reconciliation and income taxes paid information. Early adoption is permitted. For public business entities, the amendments in this Update are effective for annual periods beginning after December 15, 2024. For entities other than public business entities, the amendments are effective for annual periods beginning after December 15, 2025. Early adoption is permitted. The Company is currently evaluating the impact of this ASU on its financial statements and disclosures.

## NOTE 3 - ACCOUNTS RECEIVABLE, NET

Accounts receivable consist primarily of amounts due from franchisees, net of allowance for uncollectible amounts, if any. The allowance for uncollectible amounts is based on management's evaluation of specific receivables, considering historical collection experience, a customer's financial condition, and expected credit losses. The balance of accounts receivable, net of allowance for doubtful accounts, at December 31, 2021 was $143,205. The Company's accounts receivable balance consists of the following:

| | December 31, 2024 | December 31, 2023 | December 31, 2022 |
|---|---|---|---|
| Accounts receivable | $ 160,246 | $ 179,407 | $ 185,534 |
| Less: Allowance for doubtful accounts | - | (20,000) | - |
| | $ 160,246 | $ 159,407 | $ 185,534 |

## NOTE 4 - INCOME TAXES

The Company is a single member LLC, and files a consolidated Corporation Federal income tax return with Easy Way USA, Inc., its parent corporation. Earnings and losses are included in the consolidated Corporate Tax returns of the parent company. Substantially all the taxable income of the Company is consolidated to the parent company. The Company incurs income tax expense only in certain states that require the Company to file and pay taxes.

Provision for state income tax (benefit) was $1,599, $3,300, and $3,300 for the years ended December 31, 2024, 2023, and 2022, respectively. The Company has determined that it does not have any material unrecognized tax benefits or obligations as of December 31, 2024, 2023, and 2022.

## NOTE 5 - RELATED-PARTY TRANSACTIONS

The parent company, Easy Way USA, Inc. and its affiliates provide administrative and supportive services to the Company. The amount charged to expense for these services was $675,000, $645,000, and $378,000 for the year ended December 31, 2024, 2023, and 2022, respectively. Other general services rendered on an identifiable basis were reimbursed to respective affiliates.

As of December 31, 2024, loans were made from Easy Way Formula, LLC (an affiliate company) in the amount of $1,400. Loans were made to Easy Way USA, Inc. (parent company) and Easy Way Formula, LLC (an affiliate company) in the amount of $5,430,000 and $85,000, respectively.

As of December 31, 2023, loans were made to Easy Way USA, Inc. (parent company) and Easy Way Formula, LLC (an affiliate company) in the amount of $4,640,000 and $85,000, respectively.

As of December 31, 2022, loans were made to Easy Way USA, Inc. (parent company) in the amount of $3,245,000.

## NOTE 6 – SUBSEQUENT EVENT

The Company evaluated all events or transactions that occurred after December 31, 2024 up through the date, March 3, 2025 that financial statements are issued or are available to be issued. All subsequent events requiring recognition as of December 31, 2024 have been incorporated into these financial statements and there are no subsequent events that require disclosure in accordance with FASB ASC Topic 855, "Subsequent Events."

**Statement of Expenses**
**For the Years ended December 31, 2024, 2023, and 2022**

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Administrative | | | |
| Accounting | $ 11,000 | $ 12,200 | $ 13,260 |
| Advertising | 236,672 | 184,676 | 164,628 |
| Automobile | 4,366 | 5,891 | 3,809 |
| Provision for doubtful account | - | 20,000 | - |
| Bank services | 143 | 103 | 115 |
| Meals and entertainment | 1,620 | 1,675 | 100 |
| Office expense | 6,494 | 4,731 | 623 |
| Postage | 178 | 15 | 45 |
| Legal | 27,761 | 28,478 | 30,953 |
| Payroll | - | 735 | - |
| Total | $ 288,234 | $ 258,504 | $ 213,533 |
| | | | |
| Supportive | | | |
| Franchise opening support | $ 675,000 | $ 645,000 | $ 378,000 |
| Support team - meal | 396 | - | 809 |
| Support team - travel | 9,809 | 16,020 | 18,236 |
| Support team - lodge | 7,423 | 16,540 | 10,728 |
| Total | $ 692,628 | $ 677,560 | $ 407,773 |

**EXHIBIT B TO THE DISCLOSURE DOCUMENT**

**FRANCHISE AGREEMENT**

[see attached]

**MEET FRESH FRANCHISING LLC**

**FRANCHISE AGREEMENT**

**Franchisee:____________________________________**

**Effective Date of Agreement:______________________**

**Expiration Date:________________________________**

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**MEET FRESH FRANCHISING LLC**
**MEET FRESH® FRANCHISE AGREEMENT**

This Franchise Agreement (this "Agreement") is made and entered into on _________, 20__ (the "Effective Date") by and between **Meet Fresh Franchising LLC**, a California limited liability company with its principal address at 227 North Sunset Avenue, City of Industry, California 91744 ("Franchisor"), and ____________________________, a __________________________________ with a principal address of ___________________________________________________________________________ ("Franchisee").

## RECITALS

Franchisor has been granted a license by EASY WAY STATION CO., Ltd. ("Licensor") a Franchisor Associate formed under the laws of Taiwan, R.O.C., which allows Franchisor to grant franchises involving a distinctive system for the operation of a brick and mortar retail stores that sell Taiwanese desserts and beverages such as taro balls, grass jelly, shaved ice, tofu pudding, tea-based beverages, as well as other complementary menu items, as designated by the Franchisor (the "MEET FRESH® System" or "System"). The System includes the MEET FRESH® trademarks (the "Marks"), training programs and materials, product and supplier resources, recipes, menu item preparation and service techniques, branded packaging and any proprietary mixes/ingredients, operations methods and techniques, proprietary information and trade secrets and manual(s), if any, (individually and collectively, the "Manual"), as well as know-how regarding the operation and management of a MEET FRESH® retail outlet. Franchisee wants to obtain a franchise to operate a retail outlet using the System and providing the products and services approved by Franchisor for sale under the Marks (a "MEET FRESH® Store" or "Store"). Franchisor is willing to grant Franchisee a MEET FRESH® franchise on the terms contained in this Agreement (the "Franchise").

Certain capitalized terms used in this Agreement are defined in Section 37 below. The parties agree as follows:

## AGREEMENT

**1. Grant of Franchise**.

***A. Grant***. Franchisor grants to Franchisee, and Franchisee accepts, the non-exclusive right to use the System and Marks only for the establishment and operation of a Store using and selling Franchisor-approved Products and Services from the Accepted Location (the "Franchised Business"). The Accepted Location, as defined in Section 3.A below, is to be identified on Schedule A to this Agreement, which is a part of this Agreement. Franchisee shall not open or operate any additional Stores or engage in any resale and/or sublicensing or franchising of the Marks, System, any Manual, or any other elements of the Franchise. Franchisee shall not provide any Products or Services from or at a location other than the Accepted Location, except as authorized in writing by Franchisor in its sole discretion. Franchisee must not conduct any activities from or at the Store other than the operation of a MEET FRESH® Franchised Business without Franchisor's prior written consent.

***B. No Grant of Territory; Rights Reserved by Franchisor and Franchisor Associates***.

(i) Franchisee acknowledges and agrees that the Franchisee's license to use the Marks and the System as provided in this Agreement is non-exclusive. Franchisee is not awarded an "exclusive territory" or any "exclusive," "protected" or "reserved" territorial rights under this Agreement. No such rights are granted or will be inferred. Franchisor and Franchisor Associates have the right to locate, and to license others to locate, and operate anywhere MEET FRESH® Stores or any other type of business under the Marks or any other brand, regardless of their proximity to or competition with Franchisee's Store. Franchisor and Franchisor Associates have the right to use, and to license others to use, any distribution channels of any type for the sale of any and all kinds of goods and services, including, but not limited to, grocery outlets and the Internet, whether or not using the Marks or System. Franchisee has no right to exclude any businesses, regardless of their proximity to or competition with Franchisee. Franchisor and Franchisor Associates also can develop or become associated with other concepts, including dual branding and/or other license/franchise systems, for any kind of products and/or services, whether or not using the MEET FRESH® System and/or the Marks, in Franchisor's sole and absolute discretion.

(ii) Franchisor, Licensor and Franchisor Associates can acquire, be acquired by, merge, affiliate or co-brand with, or engage in any transaction with other businesses with outlets located anywhere, whether or not competitive or franchised. Franchisee agrees to participate at Franchisee's expense in any brand/chain conversion, as Franchisor requires.

(iii) Franchisor, Licensor and Franchisor Associates reserve all rights not expressly granted to Franchisee or expressly precluded under this Agreement.

**2. Term and Renewal**.

***A.*** ***Term***. The Term of this Agreement shall be as follows:

(i) If this Agreement is awarded for a new Franchise, the term starts on the Effective Date and expires on (a) the tenth (10th) anniversary of the Effective Date or (ii) upon Franchisor's written consent, the tenth (10th) anniversary of the grand opening of the Store (the "Initial Term").

(ii) If Franchisee is entering the Franchised Business as a transferee of an existing Franchise, then the term will, at Franchisor's option, either be ten (10) years or will end on the expiration date of the transferor's franchise agreement.

(iii) The term of any successor ("Renewal") franchise agreement is established under the preceding, expired franchise agreement.

The applicable Expiration Date appears on the cover page of this Agreement. Regardless of the stated Expiration Date, this Agreement can be terminated sooner as provided in Section 16.

***B.*** ***Renewal***. Subject to the provisions of Section 2.D below, Franchisee has the right to a successor Franchise at the expiration of an Initial Term of the Franchise for two (2) additional five (5) year terms, so long as Franchisee satisfies the following conditions before and at Renewal, as required by Franchisor. Franchisee shall:

(i) be in full compliance with this Agreement, the mandatory terms of any Manual and any and all other agreements with Franchisor, Licensor and any Franchisor Associate;

(ii) by the Expiration Date of this Agreement have brought the Store and its Equipment and other operating assets into full compliance with the specifications and standards then applicable for a new or renewing Store, as established by Franchisor, including any Store Update then required by Franchisor for Franchisee's Store to meet then current standards and specifications;

(iii) prove to Franchisor's satisfaction that Franchisee has the right to remain in possession of the Store premises for the duration of any Renewal term;

(iv) comply with Franchisor's then-current qualification and training requirements;

(v) have given written notice of Franchisee's desire to renew to Franchisor at least two hundred ten (210) days, but not more than three hundred sixty five (365) days, before the Expiration Date of the Initial Term or then-current Renewal Term, as applicable;

(vi) have paid all amounts due to Franchisor, Licensor and any Franchisor Associate up to and through any Renewal date;

(vii) have signed, along with all Franchisee Owners (if Franchisee is a Business Entity) and any Franchisee Affiliates, a General Release in favor of Franchisor, Licensor and Franchisor Associates and related persons in a form specified by Franchisor;

(viii) have paid Franchisor by the Expiration Date a Renewal Fee of Five Thousand Dollars ($5,000) to assist in covering costs associated with the preparation and administration of the Renewal transaction/documents; and

(ix) have signed Franchisor's then-current form of franchise agreement, Renewal addenda, and/or extension agreement, as then required by Franchisor in its sole discretion, and any related documents then customarily used by Franchisor for a Renewal Franchise, the terms of which may differ from the terms of this Agreement in material ways (including possibly different payment amounts or arrangements and new fee requirements). Any new form of franchise agreement may be modified to the extent Franchisor considers appropriate to reflect the grant of the Renewal term.

***C. Notice of Deficiencies; Franchisor Extension***. Within ninety (90) days after receipt of Franchisee's written renewal notice, Franchisor shall provide Franchisee with written notice of (i) any reasons that could cause Franchisor not to permit Renewal; and (ii) Franchisor's then-current image, facility standards and other requirements for the Store or its operations. Franchisor's award of a successor Franchise to Franchisee is conditioned on Franchisee's timely compliance with these requirements as prescribed in the notice and all terms of this Agreement. Franchisor can extend the term of this Agreement in its sole discretion to be consistent with the terms of any such notice or to comply with applicable franchise laws. Franchisor is not obligated to grant Franchisee a successor franchise if Franchisee fails to deliver to Franchisor a notice of election to renew, as provided in Section 2.B(v) above.

***D. Market Withdrawal***. If Franchisor publishes an announcement that (i) it has determined that continued franchising in the state in which Franchisee's Store is located is not appropriate for reasons that relate to Franchisor's economic or other interests, and (ii) it does not intend to continue to award franchises for MEET FRESH® Stores in the state in which Franchisee's Store is located, and (iii) Franchisor does not open or award any such franchises in the applicable state for twelve (12) months after the date of such announcement (provided that Franchisor can continue to honor any then-existing area development agreements and to service existing Franchisees under outstanding agreements), then Franchisor will be considered to have made a general market withdrawal, will have no liability to Franchisee therefore and will not be required to offer Franchisee any renewal Franchise or similar rights (a "Market Withdrawal"). In that event and if Franchisee is not in default of this Agreement, Franchisee will not be required to comply with its non-competition obligations under Section 15.C. Franchisee agrees that if any statute or court decision requires "good cause" (or any similar standard) for non-renewal, Franchisor's compliance with the provisions of this clause will be deemed to be "good cause."

**3. Store Location and Development**.

***A. Proposed Store Locations and Site Review; Franchisor's Written Acceptance Required***. Franchisee shall operate a Store at a location accepted by Franchisor (the "Accepted Location"). If the Accepted Location has not been identified at the time this Agreement is signed, Franchisee must notify Franchisor in writing of a proposed location and review the specifics of the site with Franchisor. If Franchisor reasonably determines that the site warrants further consideration, Franchisor may schedule a site review with Franchisee, which shall be held on-site and at mutually acceptable dates and times. Any acceptance of a proposed site by Franchisor must be in writing. Franchisee is solely responsible for identifying a suitable location for the Store and for obtaining Franchisor's written acceptance of the proposed location within one hundred eighty (180) days of the Effective Date of this Agreement. If Franchisee and Franchisor do not agree on an Accepted Location within one hundred eighty (180) days of the Effective Date of this Agreement and Franchisor has not granted a written time extension, Franchisor can elect to terminate this Agreement and return any Initial Franchise Fee paid by Franchisee, less Ten Thousand Dollars ($10,000) to compensate Franchisor for administrative and sales expenses and any training provided, so long as Franchisee and Franchisee Owner(s), if applicable, sign a mutual termination agreement and a General Release in a form satisfactory to Franchisor.[1] The Post-Termination Provisions of this Agreement will survive such mutual termination. Franchisee shall not make any site commitments before obtaining Franchisor's written consent to the site. Any proposed relocation of Franchisee's Store also requires Franchisor's written acceptance and will be subject to the same review, leasing and development requirements described in this Section 3 as are applicable to Franchisee's initial Accepted Location.

***B. Lease Related Matters***. Franchisee agrees to submit any lease and all site-related documents to Franchisor for review prior to their execution. Franchisor may condition approval of the Accepted Location on a lease addendum or other appropriate site-related documents containing some or all of the following terms, in Franchisor's sole discretion. The lessor must: (i) provide upon request, sales and other operations information related to Franchisee's Store; (ii) permit Franchisee to operate the Store in accordance with this Agreement; (iii) require that the Store premises be used only for the operation of the Store, and prohibit Franchisee's assignment or modification of any lease term or other rights without Franchisor's prior written consent; (iv) give Franchisor copies of any written notices to Franchisee (whether of default or otherwise) and the right to cure any default if Franchisor so chooses; and (v) give Franchisor the right to enter the Store during normal business hours for purposes of inspection to take steps to protect the Marks and Trade Dress and/or prevent/cure any default. Franchisee must deliver to Franchisor a copy of the signed lease or sublease within five (5) days after their execution. Franchisor's review of a lease or purchase agreement, or any advice or recommendation offered by Franchisor, is not and shall not be construed as a representation or guarantee that Franchisee will succeed or an expression of Franchisor's opinion regarding the lease terms. Franchisee acknowledges and agrees that Franchisee shall solely rely on Franchisee's' review of any such lease and is encouraged to review the same with a competent attorney.

***C. Store Development***. Franchisee must meet any Store development standards and specifications Franchisor establishes, which may relate to Store design, decoration, facility layout, equipment, furniture, fixtures, signs and other items for the Store. Franchisor will provide Franchisee a generic interior design and layout for a MEET FRESH® Store, but shall not be responsible for detailed architectural or construction drawings or design services for the Store. Franchisee shall obtain Franchisor's prior written approval of site specific drawings/plans before beginning construction. Franchisee must engage a competent licensed general contractor to build out the Store. Franchisee shall cooperate with and permit Franchisor or its designees to enter the Store premises during normal business hours, with prior notice to Franchisee and without causing any undue interruption, to inspect and evaluate any Store construction for compliance with System Standards and other Franchisor requirements. Furthermore, upon Franchisor's request, Franchisee shall provide Franchisor with weekly (or at such other intervals as the Franchisor may request) progress reports with respect to the progress of the build out of the Store, which progress reports shall include photographs, renderings, plans, purchase orders and other items that Franchisor may request. Franchisor or its designee will give Franchisee notice of any deficiencies, and Franchisee agrees to correct them promptly at Franchisee's expense, subject to the terms and conditions of this Agreement. All matters related in any way to Franchisee's site, its development, construction and equipment are Franchisee's sole responsibility, including related costs and expenses. Franchisee must purchase or lease and install all Equipment, signage, supplies and inventory Franchisor requires prior to opening the Store. The Store must comply with all applicable local, state, and federal laws, including without limitation the Americans with Disabilities Act ("ADA"). Franchisee must deliver to Franchisor an ADA Certification in the form attached to this Agreement as Schedule D before the Store can open. Franchisee is solely responsible for identifying and obtaining all required building, utility, sign, health, sanitation, and

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[1] For Area Developers, the following will be added: "Notwithstanding anything to the contrary in this Agreement, if Franchisee executed this Agreement in connection with an Area Development Agreement, then Franchisee shall not be entitled to any refund of the Initial Franchise Fee."

other business permits and licenses required for the Store. Any proposed revisions to the Store premises and plans as previously approved by Franchisor must be submitted to Franchisor for review for consistency with development standards and for Franchisor's prior written authorization.

***D. Opening Requirements***. Franchisee must occupy the Accepted Location and be open for business to the general public as a MEET FRESH® Store within eighteen (18) months of the Effective Date of this Agreement (the "Opening Period Deadline"), unless otherwise authorized by Franchisor in writing. If this Agreement applies to a Store to be developed pursuant to the Development Schedule under an Area Development Agreement and this Agreement allows for a greater period of time for the Store opening than is allowed under the Development Schedule, the Development Schedule shall control and be deemed to establish the applicable Opening Period Deadline. Franchisor can terminate this Agreement if Franchisee fails to comply with the Opening Period Deadline, in its sole discretion. Prior to opening and for so long as Franchisee has a MEET FRESH® Franchise, Franchisee shall obtain and maintain all insurance, licenses, permits and approvals needed to conduct the Franchised Business lawfully at the Store and in compliance with this Agreement (including health and food service legal requirements); make leasehold improvements; hire personnel; and obtain and install all necessary Computer Systems, Equipment, Products and other inventory and furnishings needed to start and operate the Store in compliance with all applicable Franchisor standards and specifications and this Agreement. Franchisee shall not open its Store to the public without Franchisor's prior written authorization, which shall require that (i) all Initial Franchise Fees and any other amounts due Franchisor have been paid; (ii) Franchisor has determined that the Store development requirements have been met to Franchisor's reasonable satisfaction; (iii) certificates of insurance coverage consistent with Section 14.A below have been received by Franchisor; and (iv) Franchisee has completed pre-opening training requirements to Franchisor's reasonable satisfaction and has delivered to Franchisor at least fifteen (15) days prior to opening satisfactory evidence that a Designated Owner has obtained Franchisor approved food handler certifications required for the operation of the Franchised Business.

**4. Training Program**.

***A. Initial Training Program***. The person identified on Schedule A as Franchisee's Designated Owner must have an equity interest in the Franchised Business and must successfully complete Franchisor's Initial Training Program and obtain all applicable state or local certifications required for the operation of the Franchised Business. The Designated Owner must identify and supervise at least one other manager ("Store Manager") if the Designated Owner is also a Store Manager. If the Designated Owner is not a Store Manager, the Designated Owner must identify and supervise a minimum of two (2) Store Managers. The Initial Training Program consists of 3 segments: (a) an initial 5-day online education segment (the "Online Segment"), followed by (b) a 5-day on-site segment at a Franchisor's store in California (the "Franchisor's Store Onsite Segment"), followed by (c) a 5-day on-site segment at Franchisee's Store (the "Franchisee's Store Onsite Segment"). At least 4 employees, including all Store Managers, must successfully complete the Online Segment to the Franchisor's reasonable satisfaction, and at least 8 employees (a minimum of 3 kitchen staff), including all Store Managers, must successfully complete the Franchisor's Store Onsite Segment and Franchisee's Store Onsite Segment to the Franchisor's reasonable satisfaction. Franchisee agrees to train all other Store staff in the skills and subject areas required of their positions and to ensure that at least one employee with a food handler course or equivalent certification as may be required under state or local law is on Store premises during all operating hours. Franchisor shall make the Online Segment available to up to 6 attendees without charging initial training fees, all of whom shall participate at the same time. Franchisor shall make the Franchisor's Store Onsite Segment and Franchisee's Store Onsite Segment available to up to 14 attendees without charging initial training fees, all of whom shall participate at the same time. Any subsequent participants shall be charged Franchisor's then-current initial training fee. For portions of the Initial Training Program conducted on-site at the Franchisor's store or Franchisee's Store, Franchisee shall reimburse Franchisor, upon demand, all travel, living, incidental and other expenses Franchisor and Franchisor's personnel (up to 4) may incur in connection with the on-site training at Franchisee's Store. Franchisor can choose to eliminate or shorten the Initial Training Program for persons who have previously participated or who have comparable experience in Franchisor's sole estimation. Franchisee will be responsible for all travel, living, incidental and other expenses Franchisee and Franchisee's personnel incur while attending an Initial Training Program and any other instructional or informational programs, remedial training, seminars or meetings/conventions Franchisor may provide. Franchisee is solely responsible for hiring sufficient personnel to adequately staff each Store. If any Store is not operating according to System Standards, Franchisor reserves the right to require the Designated Owner and/or any applicable Store Manager or employee to participate in remedial initial training instruction. Franchisee is responsible for payment to Franchisor of the then current fee for any such remedial instruction, as published in any Manuals or through other written communication to Franchisees, as well as for any incidental costs that Franchisor and/or Franchisor's personnel may incur, such as lodging, transportation, and other related expenses.

***B. Additional Programs and Possible On-Site Assistance***. Additional training services or programs, if any, shall be offered at Franchisor's sole discretion. Franchisor can charge a reasonable fee for any additional instructional programs, the amount of which will be published in any Manuals or through other written communication to Franchisees. On-site consultation services may be available in Franchisor's sole discretion and subject to Franchisor availability. Franchisee must pay Franchisor's then-current consulting fee and any incidental expenses incurred by Franchisor's personnel participating in any such additional on-site consultation, including, without limitation, costs of transportation, lodging, and other living expenses. Franchisor can require the Designated Owner, Store Managers and/or other Franchisee's employees to attend additional programs offered on-line or at Franchisor headquarters or another location selected by Franchisor from time to time so they remain up to date on Products and Services and brand standards. Franchisee will be required to pay any then-current participation fees, as published in any Manual or through other written communication to Franchisees. Franchisee is responsible for all incidental costs that Franchisor and/or Franchisor's personnel may incur in connection with any training program, such as lodging, transportation, and other related expenses.

***C. Limited Refund***. If Franchisor determines that the Designated Owner has not attended or successfully completed the Initial Training Program prior to the earlier of: (i) the grand opening Franchisee's MEET FRESH® Store or (ii) the Opening Period Deadline, Franchisor has the unrestricted right to either (a) require that a substitute Designated Owner or Store Manager complete the training or (b) terminate this Agreement. If Franchisor elects to terminate, then Franchisor will refund to Franchisee any Initial Franchise Fee paid by Franchisee, less Ten Thousand Dollars ($10,000) to compensate Franchisor for administrative and sales expenses and any training; provided, that Franchisee, Franchisee Owner(s) and Franchisee Affiliates, as applicable, return any Manual received to date and sign a General Release.[2] The post-termination provisions of this Agreement will survive such a termination.

***D. Additional Guidance***. Franchisor will provide general guidance regarding the operation of Franchisee's MEET FRESH® Store to the extent Franchisor determines appropriate. This guidance can be furnished in whatever manner Franchisor selects, including electronically, in writing or telephonically, through web-based programs, and/or on-site consultations, among other methods.

**5. Marks**.

***A. Goodwill and Ownership of Marks***. Licensor and Franchisor developed at great expense and owns or is licensed to sublicense all of the elements of the System and the Marks. Franchisor is licensed to grant to Franchisee, and Franchisee is hereby granted, a non-exclusive right to use the Marks and System as expressly authorized under this Agreement. Nothing in this Agreement grants Franchisee any right, title or interest in the Marks or System, and Franchisor and Licensor have all rights in and to the Marks and System. All goodwill related to the Marks belongs exclusively to Franchisor or Licensor and any use of the Marks by Franchisee inures to Franchisor's/Licensor's benefit. Franchisee agrees not to oppose

[2] For Area Developers, the following will be added: "Notwithstanding anything to the contrary in this Agreement, if Franchisee executed this Agreement in connection with an Area Development Agreement, then Franchisee shall not be entitled to any refund of the Initial Franchise Fee."

or engage in any acts or omissions inconsistent with this Agreement or Franchisor's/Licensor's rights in and to the Marks. This Agreement applies to all trademarks, service marks and other commercial symbols that Franchisee may be authorized to use under this Agreement throughout the Term.

***B. Limitations and Use of Marks***. Franchisee agrees to do business under "MEET FRESH®" and such other Marks as Franchisor may prescribe. MEET FRESH® shall be the sole identifier for Franchisee's Store and displayed without any accompanying words or symbols, other than as may be approved by Franchisor in its discretion. Franchisee will not use any Mark, or modified version or derivative of a Mark, as part of its legal name or any other business entity name. Franchisee shall give such trademark registration and other notices, including notices of independent ownership, as Franchisor directs and shall obtain fictitious or assumed name registrations as may be required under law. Franchisee will display the Marks in compliance with Franchisor's requirements and will not use the Marks so as to negatively affect their goodwill. Franchisee agrees not to use any Mark in connection with the performance or sale of any unauthorized services or products or at any location or in any other manner not authorized in writing by Franchisor. Franchisee agrees not to use any Mark on or in connection with any web site/page, domain name, site directory, e-mail address or other electronic display/use, without Franchisor's advance written consent, which Franchisor has an unrestricted right to withhold. Franchisee agrees to use for the Store as required any email address assigned by Franchisor. Franchisee will comply with all policies and requirements established by Franchisor regarding Internet key word purchases, social network pages, e-mail protocol, web pages, websites, videos, digital content or any other publication on the Internet in which the Marks are used or mentioned. Upon termination or expiration of this Agreement, Franchisee will cease all use of the System and all use of the Marks in all media, including, but not limited to, web-sites, web pages and social media. Franchisee will instruct in writing all online directories, search engines, and other advertising publishers as necessary to take down and remove any directory listings and advertisements for Franchisee containing the Marks and will not use or authorize the use of links or similar reference devices associated with any use of the Marks. Franchisee will deliver copies of such instructions to Franchisor within seven (7) days of the termination or expiration of this Agreement. These requirements survive the termination or expiration of this Agreement. Franchisee agrees that electronic commerce is a rapidly developing field and that Franchisor can impose conditions and requirements in addition to the provisions of this Section 5.B and may establish and modify policies concerning use of the Internet and various media, and Franchisee will comply with all such policies.

***C. Notification of Infringements and Claims***. Franchisee agrees not to take any action that jeopardizes Franchisor or Licensor's interests in, or the validity or enforceability of, the Marks. Franchisee agrees to immediately notify Franchisor of any apparent or actual infringement of, or of any challenge to Franchisee's use of, the Marks. Franchisor or Licensor will take such action as either of them deems appropriate in its sole and absolute discretion. As owner of the Marks, Licensor has the exclusive right to control any settlement, litigation or proceeding arising out of or related to any such matters and shall be entitled to all damages awarded based on infringement of any Mark. Franchisee shall cooperate with Franchisor and Licensor to protect Franchisor's/Licensor's interests in the Marks and shall assist Franchisor or Licensor in connection with any litigation involving the Marks to the extent requested by and at the expense of Franchisor or Licensor, as applicable.

***D. Changes in Marks***. Franchisor can require Franchisee to discontinue, modify, substitute or add any Mark, and Franchisee will comply at Franchisee's expense within thirty (30) days of receipt of notice thereof. Franchisor cannot and does not guarantee that a modification, discontinuance or other change may not be required at any time for any reason. Franchisor and Franchisor Associates will not have any liability or obligation to Franchisee for or related to any modification, discontinuance, substitution, change or otherwise in connection with or to any Marks.

**6. Ownership and Use of Copyrights**.

Franchisee acknowledges and agrees that Franchisor owns or is the licensee of works that are protected by copyright law and that Franchisor may create, acquire or obtain licenses for additional works subject to copyright law that Franchisee may use in operating the Store (the "Copyrighted Works"). The Copyrighted Works include any Manual, training curriculum, and any proprietary recipes, formulas, preparation techniques, advertisements and promotional materials developed by or licensed to Franchisor. Franchisee shall notify Franchisor immediately on learning of any unauthorized use of any of the Copyrighted Works. Franchisor and its licensor, as applicable, shall have the right, but not the obligation, to take such action as they deem appropriate, if any, with regard to the possible unauthorized use. Franchisee shall reasonably cooperate with Franchisor to protect Franchisor's/its licensor's interests in the Copyrighted Works.

**7. Manual**.

***A. Manual Publication***. While Franchisor has no obligation to produce a manual or a similar document, if Franchisor chooses to publish any Manual, Franchisor shall lend to Franchisee one (1) copy of any such Manual. Franchisor can choose to provide Franchisee with a hard copy of, or electronic, on-line access to, any Manual, which may consist of one (1) or more separate manuals and other materials as designated by Franchisor. Any Manual will contain mandatory and suggested specifications, standards, and operating procedures that Franchisor develops for a Store and information related to other obligations of a MEET FRESH® franchisee. Franchisor has the right to add to and otherwise modify a Manual in any manner, and Franchisee will comply with any mandatory changes as specified by Franchisor and at Franchisee's sole expense. Franchisor's master copy of any Manual will control in the event of any dispute regarding the Manual.

***B. Franchisee's Control***. Franchisor and Franchisee acknowledge and agree that Franchisor neither dictates nor controls labor or employment matters for Franchisee and Franchisee employees, including, but not limited to those matters related to including but not limited to those related to (a) wages, benefits, and other compensation; (b) hours of work and scheduling; (c) the assignment of duties to be performed; (d) the supervision of the performance of duties; (e) work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline; (f) the tenure of employment, including hiring and discharge; (g) working conditions related to the safety and health of employees; and (h) the manner and means by which they carry out their duties. Nothing contained in this Agreement shall be construed or interpreted so that (i) any of Franchisee's employees becomes or is deemed to be an employee or agent of Franchisor or (ii) Franchisor has any direct or indirect control over, or any direct or indirect authority to control, Franchisee's employees. Franchisee further acknowledges and agrees that any personnel and security-related policies or procedures in any Manual or other written information from Franchisor are for Franchisee's optional use and are not mandatory provisions. It is Franchisee's sole responsibility to determine to what extent, if any, any such policies and procedures described in any Manual or otherwise by Franchisor might be applicable to operations at Franchisee's Store. Franchisor and Franchisee agree that neither is, nor will be deemed to be, a joint employer with the other and Franchisee will defend, indemnify and hold harmless Franchisor and Franchisor Associates with respect to any such or similar claims against any or all of them.

**8. Confidential Information; Non-Disclosure and Non-Use**.

***A. "Confidential Information" Defined***. Confidential Information includes in any form current and future:

(i) any Manual, techniques, processes, instructional materials and curricula, policies, procedures, systems, data, and know how regarding the establishment, operation and franchising of MEET FRESH® Stores;

(ii) MEET FRESH® layouts and designs, specifications for any MEET FRESH® customized Products and Services, and supplier lists and related agreements, pricing and terms; and

(iii) Trade Secrets and other non-public information regarding the System or MEET FRESH® Stores, including potential location plans, System statistics, profits, financial data, marketing plans, business strategies, proprietary recipes, formulas and mixtures, cooking and preparation processes, Store performance information, customer lists and related data for all MEET FRESH® Stores, and other operating data/information, all of which is owned by and proprietary to Franchisor or a Franchisor Associate, as applicable.

***B.*** ***Exclusions***. "Confidential Information" is not intended to include any information that:

(i) is or subsequently becomes publicly available other than by Franchisee or Franchisee Owner's breach of any obligation;

(ii) was known by Franchisee or any Owner prior to Franchisee becoming a MEET FRESH® franchisee;

(iii) became known to Franchisee or any Owner other than through a breach by Franchisee or any Owner of a legal obligation; or

(iv) is independently developed by Franchisee.

For avoidance of doubt and notwithstanding any other term of this Agreement, Franchisee acknowledges that Franchisee's customer lists and related data are owned by Franchisor. Franchisee's only interest in any of Franchisor's, Licensor's or any Franchisor Associate's Confidential Information or in any Trade Secret is the right to use it pursuant to this Agreement.

***C.*** ***Franchisee Covenants***. Both during and after the term of this Agreement, Franchisee agrees: (i) to use the Confidential Information and any Copyrighted Works only for the operation of Franchisee's MEET FRESH® Store as authorized under this Agreement; (ii) to maintain the confidentiality of the Confidential Information; (iii) not to make or distribute, or permit to be made or distributed, any unauthorized copies of any portion of the Confidential Information and/or any Copyrighted Works; (iv) not to alter, appropriate, use and/or distribute any Confidential Information or Copyrighted Works except as authorized by Franchisor; and (v) to implement all procedures Franchisor reasonably prescribes for prevention of unauthorized use or disclosure of the Confidential Information and Copyrighted Works.

***D.*** ***Franchisee and Franchisee's Employees and Agents***. Franchisee shall notify each of its employees, Store Managers and Owner(s) of Franchisee's obligations with respect to the covenants provided under this Section 8. To the extent permitted by law and if so required by Franchisor, Franchisee agrees to cause anyone who has access to Confidential Information to sign a form of confidentiality and non-use agreement in a form as may be reasonably approved by Franchisor. A form for Owners is attached as Schedule E (for non-California Franchisees) or Schedule F (for California Franchisees). A proposed form for Store Managers and other applicable employees and agents is included in any Manual. Franchisee will provide Franchisor copies of all such confidentiality agreements upon its request. Franchisee shall take such measures to guard any MEET FRESH® Confidential Information and Copyrighted Works against misuse or misappropriation as Franchisee does for Franchisee's own confidential information and intellectual property, but no less than reasonable measures. Additionally, Franchisee hereby grants to Franchisor and Licensor the unrestricted, perpetual right without charge to own, use and license the use of any enhancement, adaptation, invention, publication, derivative work, modification or new process developed or acquired by Franchisee or its employees/agents/suppliers concerning any aspect of the Store or its operation, menu items, instructional activities/curricula/recipes or promotion.

***E.*** ***Enforcement***. If any court of competent jurisdiction deems the duration of the non-disclosure requirements of this Section 8 overbroad, Franchisee will comply with such requirements with respect to such Confidential Information during and for a period of three (3) years following the Term of this Agreement and, with respect to any Trade Secret, for so long as its Trade Secret character is retained.

**9. System Standards and Changes**.

Franchisee understands that it is important for the System to be flexible to respond to commercial opportunities and challenges. Franchisee agrees to comply with mandatory provisions of any Manual, the System and System Standards as they are changed and understands that such changes may require additional investments by Franchisee. Franchisee shall operate the Store in compliance with any mandatory MEET FRESH® procedures, policies, methods and requirements established by Franchisor and published in any Manual or otherwise to promote System Standards, to protect or maintain the goodwill associated with the Marks, to meet competition and/or otherwise as Franchisor considers appropriate. Franchisor has the unrestricted right to change, eliminate or modify any elements of the System, any Manual or the Marks. Franchisee has the sole responsibility for managing the daily operations of the Store and for implementing and maintaining System Standards. System Standards may involve requirements relating to Product preparation, storage, handling, packaging and storage; catering and delivery services (if approved); signage; use and display of the Marks; logo wear requirements; hours of operation; required participation in research, surveys, campaigns, conventions and promotions; payment systems and check verification services; bookkeeping and accounting systems; and other aspects of the Store and its operations that Franchisor determines to be beneficial to the System or the establishment and preservation of goodwill and image associated with the Marks. Franchisee acknowledges that without Franchisee's commitment to the System and to fulfill each of the obligations detailed in this Agreement, Franchisor would not form this franchise relationship with Franchisee.

**10. Store Marketing**.

***A. Marketing and Store Pricing***. Franchisor may, but is not required to, provide Franchisee advertising templates or other promotional material for marketing the Store, which Franchisee may have to customize for use with Franchisee's Store. All advertising and promotion for Franchisee's Store must be conducted in a professional manner and conform to the highest ethical advertising standards and any policies Franchisor establishes from time to time. Franchisor reserves the right to require that Franchisee obtain Franchisor's prior written approval before publishing any advertising, marketing or promotional material or information in any medium which displays the Marks, including social media, or independently negotiating any pricing terms with an Approved Supplier. Franchisee shall have the right to establish Store retail prices; provided, that Franchisor reserves the right to establish minimum and maximum prices to the extent permitted under applicable law. Franchisor also may recommend pricing. Franchisee agrees not to use any materials, publications, promotions or programs disapproved by Franchisor. Franchisor can request that Franchisee display in Franchisee's Store informational material provided at Franchisor's expense relating to MEET FRESH® franchise opportunities. Franchisee shall not without Franchisor's prior written consent make representations, warranties or guarantees concerning any MEET FRESH® Products or Services, except and only to the extent consistent with those offered or provided by any applicable manufacturer or third party services provider. Franchisee agrees to participate at Franchisee's expense in any advertising/marketing campaigns implemented by Franchisor, including any such campaigns involving discount coupons or other customer incentives.

***B. Gift Card, Certificates and Customer Loyalty Programs***. Franchisee agrees not to implement any gift card, gift certificate, customer loyalty or similar rewards program for its Store without Franchisor's prior written approval or as may be authorized in any Manual or through other written communication to franchisees. Franchisor can condition any such consent upon Franchisee's compliance with or inclusion of particular program terms or practices designed to protect the goodwill associated with Marks. Franchisee agrees to accept credit cards, debit cards, and such other means of payment; to sell and accept Franchisor approved gift cards, gift certificates, and other comparable items, as provided or designated by Franchisor or which are prepared using any standard form Franchisor prescribes; and to abide by the terms of any gift card or gift certificate or loyalty program Franchisor specifies, all as provided in any Manual or through other written communication to franchisees and at Franchisee's expense, including without limitation all policies and procedures relating to sales, issuance and redemption and payment of related fees and costs. Franchisee agrees to honor gift cards in the form Franchisor provides or approves, if any, regardless of whether issued directly or indirectly by Franchisee, Franchisor or another MEET FRESH® Store, and to timely make any payments due to Franchisor or a designee for gift cards sold by Franchisee and to comply with processes for requests for reimbursement for goods and services sold in exchange for gift cards. Franchisee agrees to purchase or lease, install and use all equipment components and software that meet any standards and specifications Franchisor establishes and which allow Franchisee to accept and process any such gift/loyalty cards, certificates or programs as Franchisor may require. Franchisee shall give Franchisor independent access to related system information.

***C. The MEET FRESH® Website(s) and Related Policies***. Franchisor can, but is not obligated to, license, create and/or maintain a MEET FRESH® website(s) (individually and collectively, the "MEET FRESH Website"). Franchisee will participate in and provide Franchisor pertinent information for content development of any such MEET FRESH® Website, subject to usage, privacy and other system policies and procedures, as provided by Franchisor in any Manual or otherwise. Franchisor will have no liability for failures, errors or other occurrences relating to any system, program, or MEET FRESH Website, or to any computer hardware or software, even if recommended, maintained, created and/or specified by Franchisor. Franchisee shall not establish any website, Internet directory listing or any other presence on the Internet relating to the Store or the Franchised Business or publish any information or statements using the Marks in any manner, including but not limited to social networks and related media, without the prior written consent of Franchisor. Franchisee shall not operate or be involved with any on line store offering or selling products or services the same as or competitive with the Products and Services available through the Franchised Business. Franchisee acknowledges that the domain names www.meetfresh.us is Franchisor or Licensor's sole property, and Franchisee shall not register or use any domain name or URL that contains, uses or displays the words "MEET FRESH" or any Marks or other words or symbols related or confusingly similar to any of the foregoing without the express written authorization of Franchisor. Franchisee must seek Franchisor's advance written approval when selecting and using any domain name(s) for the Franchise contemplated under this Agreement. On termination or expiration of this Agreement any previous consent or approval given by Franchisor to use a domain name as provided herein, if any, shall automatically terminate, and Franchisee shall take all actions that Franchisor requires to disassociate Franchisee from the MEET FRESH Website and domain name and transfer such domain name to Franchisor immediately upon termination or expiration of this Agreement. This provision shall survive the termination or expiration of this Agreement.

***D. Marketing Policies***. Franchisor's policy as of the Effective Date of this Agreement is to allow Franchisee to market to customers located anywhere, but Franchisor reserves the right to change this policy and to implement other marketing policies and requirements from time to time. Franchisee agrees to comply with any such mandatory policies and requirements as they may be implemented or modified.

***E. Grand Opening Promotion***. While Franchisor highly recommends that Franchisee spend Five Thousand Dollars ($5,000) on a grand opening promotional program within seven (7) days of the public opening of the Franchise Business using only marketing, advertising and public relations programs and materials approved by Franchisor, Franchisee must spend at least Three Thousand Dollars ($3,000) and provide receipts as evidence of such expenditures to Franchisor upon request.

**11. Fees**.

***A. Initial Franchise Fee***. Upon the execution of this Agreement, Franchisee shall pay Franchisor by electronic funds transfer or as otherwise instructed by Franchisor an Initial Franchise Fee in the amount of Twenty Thousand Dollars ($20,000). The Initial Franchise Fee is fully earned and payable when this Agreement is executed and is non-refundable, except as provided in Sections 3.A and 4.C.

***B. Royalty Fee***. Beginning with the calendar month in which the Store opens and throughout the Term of this Agreement, Franchisee shall deliver to Franchisor a Gross Revenues Report, as provided in Section 12.B below, and pay Franchisor a Royalty Fee without offset, credit or deduction of any nature.

Such Royalty Fee shall be payable to and received by Franchisor by the twenty-fifth (25th) day after each royalty period and be equal to ten percent (10%) of Franchisee's Gross Revenues in the immediately preceding royalty period[3]. The current royalty period is a calendar month, but the time period covered by a royalty period may be changed by Franchisor (e.g., to a calendar week, etc.). In that event, any amounts which are paid based upon, or calculated in relation to, a royalty period will be adjusted on pro rata basis. Franchisee must promptly notify Franchisor of any closure of the Store or the Franchised Business that deviates from the normal course of business. Franchisee's royalty and other financial and reporting obligations to Franchisor will continue during any closure period not authorized by Franchisor.

***C. Gross Revenues***. For purposes of this Agreement, "Gross Revenues" means all charges and/or revenues that are earned or received by Franchisee in the operation of the Franchised Business, less sales tax collected and paid when due to the appropriate taxing authority and actual customer refunds, adjustments and credits.

***D. Payment Methods; No Franchisee Set Off***. Franchisee agrees to pay any amount owed to Franchisor, Licensor or any Franchisor Associate in the manner Franchisor instructs, including possibly by credit card, wire transfer or pre-authorized electronic deposit to a bank or other financial institution account. Franchisee shall complete and execute any bank authorization or other form required by Franchisor for the purpose of authorizing Franchisor's selected payment method. Franchisee agrees to maintain an account at a bank or other financial institution that has the capacity to perform electronic debits to Franchisee's account and shall maintain account balances sufficient to meet any electronic payments that Franchisor requires. Amounts payable to, but not received by, Franchisor from Franchisee on the date due are subject to late fee(s) and interest, as provided in Section 23 below. Franchisor, Licensor and Franchisor Associates can require advance payment by wire transfer, cash on delivery or other specified method of payment on sales of products/services to Franchisee by Franchisor, Licensor or a Franchisor Associate. Franchisee does not have the right to offset or withhold payments of any kind owed or to be owed to Franchisor, Licensor or any Franchisor Associate as a result of any dispute with Franchisor or otherwise, except as authorized by an arbitration award or in a judicial proceeding.

***E. Renewal Fee***. The Five Thousand Five Hundred Dollar ($5,000) renewal fee is due and payable by Franchisee as provided in Section 2 above.

***F. Transfer Fee***. A Transfer Fee of Three Thousand Dollars ($3,000) is due and payable by Franchisee as provided in Section 18.D below; however, if the proposed transfer occurs within Twenty Four (24) months from the Effective Date and is not a transfer to an entity controlled by Franchisee, a Transfer Fee of Fifteen Thousand Dollars ($15,000.00) shall be due and payable by Franchisee to Franchisor.

**12. Records, Systems and Computers**.

***A. Maintenance of Records***. Franchisee shall maintain and preserve for the duration of the Term of this Agreement and any Renewal agreement and as otherwise required by law, complete and accurate books, records and accounts maintained according to standard accounting practices. Franchisee must retain all invoices, purchase orders, payroll records, cash receipts records, sales tax records, business

[3] For Area Developers, the following will be added: "; provided that if Franchisee executed this Agreement in connection with Franchisee's (or a Franchisee Affiliate's) Area Development Agreement, then for so long as the Franchisee or Franchisee Affiliate, as applicable, is in full compliance with terms of the Area Development Agreement (including the Development Schedule set forth therein), then the Royalty Fee will be reduced to seven percent (7%); provided further if the Franchisee or Franchisee Affiliate, as applicable, is in breach of any provision of the Area Development Agreement (including the Development Schedule set forth therein), then as of the date of such breach, the Royalty Fee shall automatically revert to ten percent (10%)."

account bank statements, disbursement journals, general ledgers and all other books and records of the finances of the Franchised Business.

***B. Reporting***. Franchisee shall maintain an accurate record of Gross Revenues and shall deliver to Franchisor in the manner Franchisor specifies a signed and verified statement of monthly Gross Revenues ("Gross Revenues Report") for the royalty period in a form that Franchisor approves or provides in any Manual or through other written communication to Franchisees. The Gross Revenues Report for the preceding royalty period must be provided to Franchisor along with applicable Royalty Fees by the close of business on twenty-fifth (25th) day after each royalty period as provided in Section 11.B above. The royalty period as of the Effective Date is a calendar month, but Franchisor reserves the right to adjust reporting periods on written notice to Franchisee. Additionally, Franchisee shall provide to Franchisor at such time and in such form or manner as Franchisor requests:

(i) information about or relating to the Franchised Business, including daily sales reports and customer/supplier records and data;

(ii) within forty five (45) days after the end of each of Franchisee's fiscal years, a fiscal year-end balance sheet and income statement for Franchisee's Franchised Business, prepared in accordance with generally accepted accounting principles and certified by Franchisee or Franchisee's accountant, as requested by Franchisor; and

(iii) such other data, information and supporting records for the Franchised Business as Franchisor reasonably requests from time to time, including copies of sales tax and income tax returns relating to the Franchised Business.

***C. Computer System and Software***. Franchisor shall have the right to require Franchisee to obtain, use and maintain computer systems, software, operating systems and databases, Internet technology, communications devices, payment systems, and other systems/items/equipment meeting Franchisor's specifications and compatibility requirements and/or that Franchisor designates by brand or title, including point of sale ("POS") systems (collectively, a "Computer System"). Franchisee's Computer System shall be linked to the Internet and have email and file sharing capabilities meeting Franchisor's then-current requirements and/or equipment and systems specifications. Franchisor reserves the right to have full access to all of Franchisee's computer data, Computer System and related information via direct access either in person or electronically by telephone, Internet or other electronic access system, as selected by Franchisor, including customer related information/data. The foregoing notwithstanding, Franchisee and Franchisor acknowledge and agree that Franchisor shall have no involvement in or authority over employee scheduling, wage and hour matters or any other employee management activities, or terms and conditions of employment, which are Franchisee's sole responsibility. Franchisee also is solely responsible for ensuring that the collection, input, storage and use of the Franchised Business data complies with any applicable privacy laws and regulations within the jurisdictions applicable to Franchisee's Franchised Business. Franchisee is responsible for any supplier and/or licensor charges for use, maintenance, support and/or updates of and to the required systems. Franchisee shall change, upgrade or add to the Computer System and software or any component thereof from time to time on written notice from Franchisor and/or as required by then applicable software and hardware manufacturers or providers to maintain or operate the system.

***D. Inspection***. Franchisee shall permit Franchisor and/or Franchisor's agents/representatives at any time during business hours, without causing any undue business interruption and without prior notice, to: (i) inspect the condition of Franchisee's Store, its Equipment and inventory, customer service, menu item preparation and other operations and to record and/or photograph the same; (ii) remove samples for testing and analysis; (iii) interview personnel; (iv) interview customers; (v) review operations processes and sample product quality; and (vi) conduct inventories and other activities for the purpose of determining Franchisee's compliance with this Agreement. Franchisee agrees to correct promptly, at Franchisee's expense, any deficiencies identified by Franchisor or its agent/representative in the course of the inspection. Franchisee shall be responsible for reimbursing Franchisor's costs and expenses incurred in connection with such an investigation to the extent the investigation is motivated by Franchisee's repeated or continuing failure to comply with this Agreement, as determined by Franchisor.

***E. Audit***. Franchisor has the right to require Franchisee to make available to Franchisor for inspection and/or audit at a time and in the manner Franchisor requests, all original books and records that Franchisor designates. Franchisor or its designee shall have the right, at all reasonable times, to examine, copy, inspect and audit the books and records of Franchisee, including electronic records. Such business records may include, but are not limited to, bookkeeping and accounting records, purchase invoices, sales invoices, sales and income tax records and returns, and cash register tapes/data. Franchisee shall cooperate fully with such an audit. Franchisor's audit rights continue in effect for two (2) years after the termination, expiration, or transfer of this Agreement. If an inspection or audit reveals any underpayment or understatement to Franchisor, then Franchisee shall immediately pay the amount of the underpayment or understatement, plus interest from the date the amount was due until paid, at the interest rate stated in Section 23, and shall reimburse Franchisor for costs and expenses incurred in connection with the audit. The provisions of this Section do not and shall not be construed to waive or excuse any breach reflected by an underpayment or understatement and are in addition to all of Franchisor's other rights and remedies.

**13. Standards**.

***A. Quality and Performance***. In all dealings with customers, suppliers, the public, government agencies, Franchisor and all other persons and entities, Franchisee shall adhere to high standards of honesty, fair dealing, and ethical conduct for the protection of the goodwill associated with the Marks and the System. Franchisee and Franchisee's Store staff shall always provide prompt, professional, courteous and efficient service to customers and shall use best efforts to promote and increase sales of Store Products and Services. Franchisee shall follow Franchisor's System Standards, including without limitation those relating to ingredients, preparation techniques, temperatures, and cooking times of menu items to be offered at the Store; hours of operation; and uniform usage. Throughout the term of this Agreement, Franchisee shall always maintain a sufficient supply or inventory for the optimal operation of the Store and as may be required under any Manual.

***B. Condition of the Store; Renovation Requirements***. Franchisee shall conduct the Franchise Business observing the highest standards of sanitation, cleanliness, customer service and efficiency. Franchisee shall at its own expense keep the assets, condition and appearance of the interior and exterior of the Store (inclusive of parking areas) and the Store assets clean, in good repair and consistent with Franchisor's quality standards and System in order to maintain the goodwill and positive image associated with the MEET FRESH® Marks and System (collectively, "Store Maintenance Activities"). Franchisee shall replace all worn, obsolete or unrepairable assets with those meeting any then current System Standards. Franchisor shall have the right to notify Franchisee that, in Franchisor's judgment, the Store's repair, appearance, Equipment or other assets do not meet Franchisor's standards and to state what action Franchisee must take to correct the deficiency(s). Franchisee shall take all steps needed to correct each deficiency within the timeframe(s) then required by Franchisor. In addition to such ongoing obligations, Franchisee shall at its expense and within 6 months of receipt of written notice from Franchisor (or within such longer period as Franchisor may specify in such notice, in its sole discretion), renovate, update, remodel and otherwise conform its Store to meet then current MEET FRESH® Store design and appearance requirements as implemented by Franchisor (collectively, a "Store Update"). Franchisor reserves the exclusive right to determine whether a required modification is all or a portion of a Store Update or a part of Franchisee's ongoing obligations to perform Store Maintenance Activities and comply with System changes, as described in Section 9 above. Franchisee shall be required to perform a Store Update once in each Franchise Term and may also be required to do so as a condition to Franchisor's award of a renewal MEET FRESH® Franchise or to approve a proposed Transfer.

***C. Products, Equipment and Services***. Franchisee acknowledges that the reputation and goodwill of the System is based on high quality product ingredients and customer service. Therefore, Franchisee shall offer and use Products and Services, install and use Equipment and purchase only from suppliers approved or specified by Franchisor, to the extent required by Franchisor. Franchisee shall not without Franchisor's written consent conduct any business or engage in any activity, or offer or sell any goods or services other than approved Products and Services on a retail basis, or use any product, equipment, service or supplier that is not approved by Franchisor in connection with the Franchised Business.

***D. Approved Suppliers; No Warranties***. From time to time, Franchisor shall provide to Franchisee in any Manual or in some other manner a list of suppliers and distributors authorized by Franchisor to supply Equipment, Products and/or Services for use or sale at the Store (each, an "Approved Supplier"). Franchisor is not obligated to identify Approved Suppliers near Franchisee's Store location. Franchisor reserves the right to increase or decrease the number and selection of Approved Suppliers in its sole discretion. Any purchases by Franchisee from any Approved Supplier are subject to the Approved Supplier's terms and conditions of sale. While Franchisor may identify Approved Suppliers, Products and Services for Franchisee to use and/or sell in the Franchised Business, Franchisor has no liability of any kind for an Approved Supplier's performance or any of its prices, Products, Equipment and/or Services. UNLESS FRANCHISOR, LICENSOR OR ANY FRANCHISOR ASSOCIATE GIVES TO FRANCHISEE A SPECIFIC WRITTEN WARRANTY FOR A PARTICULAR ITEM OR SERVICE, AS TO FRANCHISOR, LICENSOR OR AND FRANCHISOR ASSOCIATES PRODUCTS AND SERVICES ARE OFFERED, PROVIDED AND/OR "APPROVED" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, FROM FRANCHISOR, LICENSOR OR ANY FRANCHISOR ASSOCIATE, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED.

***E. Other Supplies and Suppliers***. If Franchisee proposes to offer for sale or use at the Store any product or service or to use any supplier or equipment that is not then approved by Franchisor, Franchisee shall first notify Franchisor in writing and request Franchisor's consent to do so. Franchisee shall submit to Franchisor samples and other information that Franchisor requests to permit evaluation of the proposed product, service, equipment or supplier at Franchisee's expense. Franchisee shall reimburse Franchisor for all such costs and expenses associated with such evaluation upon receipt of invoice. Franchisor shall either approve or disapprove the proposed supplies and/or suppliers within a reasonable period after Franchisor's receipt of the evaluation request. Franchisor shall have the right to re-evaluate any Products, Services, Equipment or suppliers previously approved and to revoke such approval when Franchisor deems appropriate, and can require that some or all Products and Services sold and Equipment used in the Store conform to specifications and quality standards that Franchisor may establish from time to time for protection and enhancement of the goodwill associated with Marks. Franchisor shall also have the right to inspect at any time any products or supplies sourced by Franchisee and to inspect or audit the applicable supplier operations and require appropriate adjustments for consistency with Franchisor standards. Franchisee shall reimburse upon demand costs incurred by Franchisor in connection with any inspection or site visit to Franchisee's supplier's facility for quality assurance purposes. Notwithstanding any other provision of this Agreement, Franchisor shall not be required to reveal recipes, specifications and/or formulas for Proprietary Products to Franchisee, non-designated suppliers, or any other third parties.

***F. Franchisor's Reserved Rights***. Franchisor reserves the right to designate a supplier as an exclusive supplier of specified Products/Services/Equipment, to concentrate purchases with one or more suppliers and to receive royalties or other payments from supplier's for selecting them as organization suppliers or for allowing them to sell Proprietary Products. Franchisor, Licensor and Franchisor Associates also reserve the right to derive profits and to receive discounts, commissions, rebates, promotional allowances and other economic benefits as a result of purchases by franchisees of Products, Equipment and Services from Franchisor, from Franchisor Associates, from Licensor or from any other supplier. Franchisor, Licensor and/or a Franchisor Associate each may be party to agreements with suppliers that provide for marketing or promotional rebates or allowances, volume discounts or other economic benefits. Any rebates, discounts, allowances, profits, mark ups or other benefits earned under these agreements or otherwise as a result of franchisees' purchases of that supplier's products or otherwise may be kept and used by Franchisor, Franchisor Associate or Licensor in its/their sole discretion, as applicable. Franchisor and each of Franchisor Associates and Licensor can be an Approved Supplier or exclusive supplier of specific Equipment/Products/Services to be purchased by franchisees. Franchisee acknowledges and agrees that Franchisor and each such Franchisor Associate or Licensor will earn a profit in connection with their respective sales of Products (including Proprietary Products), Equipment and Services to franchisees and have no obligation to remit any portion of their receipts to Franchisee.

***G. MEET FRESH® Products***. Franchisee shall use, offer and maintain branded items in stock at the Stores in such quantities as are needed to meet reasonably anticipated consumer demand, including packaging and serving materials (e.g., bags, bowls, cups, etc.), as well as certain proprietary ingredients, mixes, seasonings, flavorings, and other raw materials for MEET FRESH® menu items which are manufactured in accordance with Franchisor's or Licensor's standards, recipes, specifications and/or formulas (collectively, "Proprietary Products"). Franchisee shall purchase such Proprietary Products exclusively from Franchisor, Franchisor Associate(s), Licensor or Franchisor's designated supplier, as applicable. Notwithstanding any other provision of this Agreement, Franchisor shall not be required to reveal such standards, recipes, specifications and/or formulas for Proprietary Products to Franchisee, non-designated suppliers, or any other third parties. Franchisor has the right to adjust the number and type of Proprietary Products from time to time. Any Proprietary Products purchased from Franchisor, Licensor or any Franchisor Associates shall be purchased according to the then current order, delivery and payment policies and procedures then in effect and as may be established from time to time. Franchisor, Licensor and Franchisor Associates reserve the right to change prices and terms in connection with Products/Services sold or manufactured by any of them, and to discontinue the manufacture and/or sale of any such Products/Services in its sole discretion. Franchisor, Licensor nor any of the Franchisor Associates shall not be liable for any delays in shipment, receipt, or delivery in connection with Products and Services, including but not limited to Proprietary Products.

***H. Supervision***. Franchisee, or its Designated Owner, as applicable, is solely responsible for supervising the Franchised Business. Franchisee authorizes Franchisor to deal with any Designated Owner on all matters relating to this Agreement and the Franchised Business. Franchisee must keep Franchisor informed as to the identity of each Designated Owner and Store Manager.

***I. Legal Compliance***. Franchisee shall obtain and maintain all required licenses, permits and certificates to permit operation of the Store. Franchisee shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, orders and other legal requirements in its performance under this Agreement, including but not limited to the Americans with Disabilities Act ("ADA"). Franchisee shall notify Franchisor in writing within three (3) days after learning of any demand, action, suit or proceeding made or brought against Franchisee, the Franchised Business or a Designated Owner, or of the issuance of any order, writ, injunction, award or decree of any court or government agency that may adversely affect the operation or financial condition of the Store, Franchisee, the Marks or the System. Franchisee and its Owners certify, represent, and warrant that none of Franchisee's property or interests is subject to being blocked under, and that Franchisee and its Owners otherwise are not in violation of, any of the Anti-Terrorism Laws and shall complete such forms attesting to the same as Franchisor may require. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war.

***J. Forms***. Franchisor may from time to time provide Franchisee with template or sample forms/agreements and other materials and/or require through any Manual or other written instruction that forms used by Franchisee in the Franchised Business contain certain terms and/or protections for Franchisor, the Marks or the System. Franchisor does not warrant the legal sufficiency or quality of any such documents that Franchisor may approve or provide, and Franchisee is responsible for having all such items reviewed and modified for compliance with local law by an attorney licensed to practice in the state(s) where the Franchised Business will be located.

***K. Program Participation***. Franchisor can condition Franchisee's participation in any program, or Franchisee's receipt of any MEET FRESH® System benefits, including, but not limited to, Product discounts, inclusion in any MEET FRESH Website or access to any MEET FRESH® intranet, training opportunities and other resources and promotional programs, on Franchisee remaining in compliance with the terms of this Agreement.

**14. Risk Management and Indemnification**.

***A. Insurance***. Franchisee shall ensure that its construction, fixtures and equipment related contractors and its general contractor, if applicable, maintain general liability insurance coverage meeting or exceeding any applicable requirements established by Franchisee's lessor, but which shall in no event be less than One Million Dollars ($1,000,000) per occurrence. Additionally, Franchisee shall obtain and maintain insurance coverage meeting or exceeding the following requirements:

(i) "all risk" property insurance coverage for the replacement value of the assets of the Franchised Business and business interruption insurance;

(ii) worker's compensation insurance in statutory amounts as required in the state(s) where Franchisee's operations are conducted;

(iii) insurance coverage for contractual indemnity;

(iv) commercial general liability coverage covering the Store and Franchisee's operations for bodily injury and property damage liability including contractual liability, personal injury, advertising and product liability coverage in amounts not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, or such greater coverage as the Store premises lessor may require; and

(v) automobile liability insurance including coverage for autos owned, leased, hired or borrowed by Franchisee or Franchisee's Owners, with limits of at least Five Hundred Thousand Dollars ($500,000) (or such higher limit as may be established under state law applicable to your Store location) per occurrence of bodily injury and property damage combined, and any other or increased amounts of insurance that the Franchisor may require from time to time for each vehicle used by Franchisee (whether principally or occasionally) in connection with the Franchised Business;

(vi) Employer Practices Liability Insurance or similar coverage alternatively named, involving employee-related claims in sufficient amounts in relation to the composition of Franchisee's staff, but in no event will such coverage be less than One Million Dollars ($1,000,000) per occurrence; and

(vii) any other insurance required by law.

All required policies shall name Franchisor, Licensor and Franchisor Associates as additional insured and entitled to receive at least thirty (30) days' prior written notice of any intention to reduce coverage or policy limits or to cancel or otherwise amend the policy. Each policy shall contain waivers of subrogation in favor of Franchisor and Franchisor Associates (which shall be operative only so long as available in the state having jurisdiction over an affected claim and provided further that no policy of insurance is invalidated thereby). Franchisor shall have the right from time to time to revise coverage types and policy amounts that Franchisee must obtain and maintain. Franchisor shall have the right at any time to require Franchisee to provide to Franchisor full copies of Franchisee's insurance policies. Franchisee shall provide Franchisor prior to opening the Store certificates of insurance evidencing the coverage described in this Section 14.A, and thereafter with each policy renewal and at Franchisor's request; provided, that evidence of contractor(s)'s coverage as specified above must be provided to Franchisor before any construction/build out begins. If Franchisee fails to purchase or maintain required policies and limits or to provide proof of insurance on request, then Franchisor has the right, but not the obligation, to obtain such coverage, and Franchisee must reimburse Franchisor upon demand. A failure to maintain required insurance is a material breach of this Agreement.

***B. Notice of Claims; Franchisee Indemnification***. Franchisee shall notify Franchisor in writing of any and all claims or demands against Franchisee, the Franchised Business, any Franchisor Associate or Franchisor within three (3) days after Franchisee receives actual notice of the claim or demand. Franchisee will defend with counsel of Franchisor's choosing, indemnify and hold Franchisor, Franchisor Associate(s), Licensor and each of their respective Affiliates, agents, officers, partners, members, shareholders, directors, employees and representatives (the "Indemnified Parties") harmless from all fines, suits, proceedings, claims, demands, actions, losses, damages, costs, fees (including Attorneys' Fees and related legal costs and expenses), governmental/administrative actions or proceedings and any other liability of any kind or nature, however arising, growing out of or otherwise connected with and/or related to any Franchisee breach of this Agreement, the ownership or operation of Franchisee's Franchised Business, or any act, error and/or omission by Franchisee and/or any Franchisee Affiliates, agents, officers, partners, members, shareholders, directors, employees or representatives. Franchisor will have the right to control all litigation to which it is a party and to defend and/or settle any claim in such manner as Franchisor considers appropriate, without affecting Franchisor's or the Indemnified Parties' rights under this indemnity. Franchisee acknowledges that this obligation to indemnify and reimburse Indemnified Parties for costs and expenses, as described above, applies to any action or proceeding or legal matter of any kind in which one or more Indemnified Parties is/are named or involved and which also involves this Agreement and/or Franchisee's Franchised Business, including any administrative actions or investigations and appellate, post judgment or bankruptcy proceedings. Franchisee further acknowledges that this obligation to indemnify and reimburse Indemnified Parties for costs and expenses, as described above, expressly applies to claims from persons employed by or providing services to Franchisee involving allegations of a violation the Fair Labor Standards Act, the Occupational Safety and Health Act, any state workers' compensation act, any state unemployment compensation benefit law or regulation, or any other federal, state or local employment or employee benefit law or regulation. All amounts payable by Franchisee under this Section 14.B are due upon demand. Franchisee is entitled to appoint separate independent counsel to represent Franchisee's interests in such suits, proceedings, or claims, all at Franchisee's expense. Franchisee's obligations under this Section 14.B survive the assignment, termination or expiration of this Agreement, except that Franchisee shall not be responsible to indemnify any Indemnified Parties for costs, expenses or other liabilities incurred by any such Indemnified Parties solely as a result of such Indemnified Parties' intentional misconduct or material breach of this Agreement. Notwithstanding anything to the contrary, Franchisee has no obligation to indemnify or hold harmless an Indemnified Party for losses to the extent that they are determined to have been caused solely and directly by the Indemnified Party's negligence, willful misconduct, strict liability, or fraud.

**15. Covenants**.

***A. No Diversion; Protection of Goodwill***. During the term of this Agreement, Franchisee and Franchisee Owners shall not, either directly or indirectly, for itself/themselves, or through, on behalf of or in conjunction with any person or Business Entity divert or attempt to divert any business or customers of the Store to any competitor, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System. Franchisee acknowledges and understands that all customer relationships and customer-related information obtained at or by Franchisee in connection with the Franchised Business are Franchisor's intellectual property and a part of Franchisor's Confidential Information.

***B. No Engaging in Competing Business During Term***. During the term of this Agreement, Franchisee, each Franchisee Affiliate, each Franchisee Owner and each Family Member of each of the foregoing, shall not:

(i) have any direct or indirect interest anywhere in any Similar Business, or in any entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses; or

(ii) provide any financial support or perform any services anywhere as an employee, agent, representative, consultant or in any capacity of any kind for any Similar Business, or for any entity granting franchises or licenses or establishing joint ventures to operate Similar Businesses.

For purposes of this Agreement, (i) a "Similar Business" is any business or enterprise that markets or sells Taiwanese desserts and beverages such as taro balls, grass jelly, shaved ice, tofu pudding, tea-based beverages and other distinctive MEET FRESH® menu items and such goods comprise more than twenty percent (20%) of sales for such business/enterprise; and (ii) "Family Members" include an individual and his/her spouse and/or domestic partner, and their respective mother, father, brother, sister, son, and daughter. These restrictions do not apply to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than three percent (3%) of the outstanding number of shares of that class issued by a Similar Business.

***C. Further Trade Secret and System Protection; Post Term Restrictions***. For a period of two (2) years after the transfer, termination or expiration of this Agreement and to the extent permitted by law, Franchisee, each Franchisee Affiliate, each Franchisee Owner and each Family Member of each of the foregoing, shall not:

(i) have any direct or indirect interest in any Similar Business within a radius of ten (10) miles of the Accepted Location or of any MEET FRESH® Store, or

(ii) provide any financial support or perform any services as an employee, agent, representative, consultant or in any capacity of any kind for any Similar Business within a radius of ten (10) miles of the Accepted Location or of any MEET FRESH® Store; or

(iii) have any direct or indirect interest anywhere in, or provide any financial support to, any entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses, or perform any services anywhere as an employee, agent, representative, consultant or in any capacity of any kind for any such entity.

Franchisee accepts that it is Franchisee's obligation under this Agreement to ensure the compliance of each of the persons/entities named in Sections 15.A, 15.B and 15.C with the limitations described in those Sections. Franchisor shall use reasonable judgment in evaluating whether or not the conduct of a Family Member warrants the exercise of rights under this provision.

***D. Franchisee Acknowledgment***. Franchisee and Franchisor share a mutual interest in ensuring compliance with the restrictions on competition described in Sections 15.A, 15.B and 15.C. Franchisee acknowledges and agrees that such protections can enhance the value of the MEET FRESH® System to Franchisee, have been expressly bargained for and represent a reasonable balancing of Franchisee and Franchisor interests. Franchisee confirms that Franchisee and Franchisee Owner(s) possess valuable skills unrelated to the Franchised Business and have the ability to be self-supporting and employed regardless of the restrictions on competition to which Franchisee and Franchisee Owners have agreed.

***E. Covenants are Severable; Trade Secret Protection Essential***. Each of the above covenants shall be deemed independent of any other covenant or provision of this Agreement. If any of the restrictions of this Section 15 are determined to be unenforceable to an extent because of excessive duration, geographic area, scope of business or otherwise, they will be reduced to the level that provides the greatest protection to Franchisor and the System, but which is still enforceable. Franchisee and Franchisor agree and intend that Franchisee and Franchisee Owner(s) in all instances shall not engage in any activities or business if the fulfillment of Franchisee's/Franchisee Owner's duties and responsibilities with respect to any such activities or business (or the duties and responsibilities of another person/entity identified in Sections 15.B and 15.C) would inherently call upon Franchisee or such person/entity to disclose and/or use Franchisor's, Licensor's or Franchisor Associate's Trade Secrets or other proprietary information.

***F. Similar Covenants from Franchisee Owner(s)***. Each Franchisee Owner (if Franchisee is a Business Entity) shall execute covenants in a form satisfactory to Franchisor imposing requirements the same as or equivalent to those provided in this Section 15 to the extent permitted by law. A proposed form for signature by Franchisee Owner(s) is attached as Schedule E (for non-California Franchisees) or Schedule F (for California Franchisees).

***G. Injunctive Relief***. Franchisee acknowledges that money damages would not be a sufficient remedy for breach of the obligations in this Section 15. Accordingly, Franchisor shall be entitled to seek and obtain equitable remedies, including, without limitation, immediate restraining orders and injunctive relief for the actual or threatened breach of any obligation in this Section 15. Franchisor's remedies for a breach of Sections 15.B and 15.C will include, but not be limited to, the right to receive all profits generated in connection with the operation of any Similar Business.

**16. Default and Termination**.

***A. Termination by Franchisor with No Opportunity to Cure***. This Agreement shall, at Franchisor's option, terminate automatically upon Franchisor's delivery of notice of termination to Franchisee, without opportunity to cure, if Franchisee or Franchisee Owner(s), as applicable:

(i) fails to have an Accepted Location within one hundred (180) days of the Effective Date of this Agreement, or to develop, stock, equip, open and operate the Store by the Opening Period Deadline as provided in Section 3 above;

(ii) fails to satisfactorily complete the Initial Training Program (along with Franchisee's Store Managers and staff), to the extent required by Franchisor and as provided in Section 4 above;

(iii) has made any material misrepresentation or omission in the application for the Franchise;

(iv) is convicted of or pleads no contest to a felony or other crime or offense that Franchisor believes is likely to affect adversely the reputation of Franchisor, Franchisee, the System or the Store;

(v) duplicates or discloses or makes any unauthorized use of any Trade Secret or Confidential Information or Copyrighted Works provided to Franchisee by Franchisor, including any Manual;

(vi) abandons, fails or refuses to actively operate the Franchised Business for five (5) or more consecutive days without Franchisor's advance written consent, or fails to relocate to another approved Store location within ten (10) days after vacating the Accepted Location or within such longer period as is permitted by Franchisor in writing, if any;

(vii) attempts to make or makes an unauthorized Transfer or assignment under this Agreement;

(viii) submits to Franchisor on three (3) or more separate occasions at any time during the term of the Franchise any false or inaccurate reports or other information required by Franchisor, regardless of whether or not corrected;

(ix) is the subject of insolvency, receivership or bankruptcy proceedings, admits in writing insolvency or an inability to pay debts as they are due, or makes an assignment for the benefit of creditors;

(x) misuses or makes an unauthorized use of any of the Marks or commits any other act that can reasonably be expected to impair materially the goodwill associated with any of the Marks;

(xi) fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit required reports or other Franchisor required information when due, to pay Royalty Fees or any other fees or amounts due to Franchisor, Licensor or any Franchisor Associates, or otherwise fails to comply with this Agreement, whether or not the failures to comply are corrected after notice is delivered to Franchisee;

(xii) receives a written notice of default under Section 16.B(ii) below, more than twice during the term of this Agreement;

(xiii) violates any safety, health or consumer protection law, ordinance or regulation or operates the Store in a manner that presents a safety or health hazard to its customers or the general public and does not immediately begin to cure such violation or hazard and correct the same within seventy-two (72) hours of receipt of notice about it;

(xiv) fails to comply with all applicable laws, regulations, orders and ordinances relating to the Store and/or the Franchised Business; or

(xv) have assets, real property or other interests blocked in connection with any legal requirements relating to terrorist conduct or activities, or otherwise violate any such requirements; or

(xvi) fails to have and maintain insurance in compliance with Section 14.A, or to deliver certificates of coverage within seven (7) days of any written request by Franchisor.

***B. Termination by Franchisor with Opportunity to Cure***. This Agreement shall terminate, at Franchisor's sole option, without further action by Franchisor or notice to Franchisee if Franchisee or any Franchisee Owner(s), as applicable:

(i) fails or refuses to make payments of (a) any amounts due Franchisor, Licensor or any Franchisor Associate or Approved Supplier for Royalty Fees, marketing fees, or purchases from Franchisor, Licensor or any such Franchisor Associate or Approved Supplier, or (b) any other fees or amounts due to Franchisor, Licensor or any such Franchisor Associate or Approved Supplier, or (c) fails or refuses to maintain a bank account with sufficient funds to permit Franchisor to make electronic debits as provided under this Agreement, or (d) otherwise prevents Franchisor from electronically debiting Franchisee's bank account, and (e) does not correct any such failure or refusal within five (5) days after written notice is delivered to Franchisee; or

(ii) fails or refuses to use and/or offer for sale Products and Services and/or use Approved Suppliers and Equipment, to the extent required by Franchisor, or offers/sells/uses unauthorized products/services/equipment/suppliers without first obtaining Franchisor's advance written consent, and does not correct such default within five (5) days after written notice of the default is delivered to Franchisee; or

(iii) fails or refuses to comply with any other provision of this Agreement, any other agreement with Franchisor or any Franchisor Affiliate, or any mandatory requirement prescribed in any Manual and does not correct the failure within thirty (30) days of written notice thereof or within any shorter period for cure as may be prescribed under the applicable agreement.

***C. Discontinued Products/Services; Costs of Enforcement***. If Franchisor delivers a notice of default to Franchisee, Franchisor, Licensor and Franchisor Associates have the right to stop selling and/or providing any goods (Proprietary Products or otherwise) and/or services, including Franchisee's participation in the MEET FRESH Website or intranet or a marketing promotion, until Franchisee has cured all defaults. Franchisee shall pay to Franchisor all damages, costs and expenses, including all costs of collection and reasonable Attorneys' Fees, incurred by Franchisor in connection with the enforcement of any provision of this Agreement, both during and after the termination or expiration of this Agreement, and this obligation shall survive any such termination or expiration.

***D. Mutual Termination***. If the license agreement between Franchisor and Licensor is terminated or expires, our rights, duties and obligations under this Agreement will, at Licensor's sole and absolute discretion, revert to and be accepted by Licensor and/or its designee. If Licensor does not elect to accept such a reversion or assignment of Franchisor's rights, duties and obligations under this Agreement, then Franchisor and Franchisee agree that this Agreement shall be deemed to be mutually terminated concurrently with the termination/expiration of Franchisor's license with Licensor. In that event and if Franchisee is not in default of this Agreement, Franchisee will not be required to comply with Franchisee's non-competition obligations under Section 15.C, but will otherwise comply with the post termination provisions of Section 17 below.

**17. Rights and Duties on Expiration or Termination**.

***A. Franchisee's Obligations***. On termination or expiration of this Agreement, Franchisee and Owner(s) shall:

(i) immediately cease directly or indirectly representing to the public or holding itself out as a present or former MEET FRESH® franchisee;

(ii) immediately and permanently cease using, whether through advertising, the Internet, social media or in any other manner or materials, any Confidential Information, the Copyrighted Works, any Trade Secrets, the Marks and any distinctive designs, slogans, branded or Proprietary Products, signs, symbols, logos or devices associated with the MEET FRESH® System, as well as any marks, designs or slogans confusingly similar thereto;

(iii) take such action as may be necessary to cancel or to assign to Franchisor or Franchisor's designee, at Franchisor's option, any assumed name or equivalent registration filed with state, city or county authorities that contains the name "MEET FRESH" or any of the Marks or any derivative thereof;

(iv) immediately pay all sums owing to Franchisor, Licensor and any Franchisor Associate or any Franchised Business creditor;

(v) pay to Franchisor all damages, costs and expenses, including reasonable Attorneys' Fees, incurred by Franchisor after the termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

(vi) immediately discontinue any use of and, on Franchisor's request and at its option, return to Franchisor or destroy any Manual, instructional program or marketing materials, and any item or materials bearing the Marks;

(vii) immediately discontinue domain names, e-mail addresses, Internet key word purchases, social network pages, videos and any other publication on the Internet using the Marks, including Facebook, Snap, Twitter, YouTube, Pinterest, Instagram, or other social media, and ensure the removal of any such uses from all such sites/media;

(viii) comply with the covenants contained in Section 15 of this Agreement to the fullest extent permitted by applicable law;

(ix) assign to Franchisor or its designee on Franchisor's request, all of Franchisee's right, title and interest in and to Franchisee's telephone and facsimile numbers for the Franchised Business, and all of Franchisee's right, title and interest in Internet addresses, electronic mail addresses and domain names and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone and facsimile numbers, Internet addresses, electronic mail addresses, domain names and any regular, classified or other telephone directory listings associated with the Marks; and

(x) immediately remove from the Store premises any MEET FRESH® interior and exterior displays and signage and any physical and/or structural features associated with MEET FRESH® Stores and Trade Dress and otherwise de-identify the Store so that the Store is clearly distinguished from other MEET FRESH® Stores and does not create any public confusion. If immediate removal of exterior signage is not possible because of the necessity of lessor involvement or similar requirements involving leased premises, Franchisee will arrange for immediate coverage of the exterior signage such that it is no longer visible to the public and for the removal of the exterior signage within ten (10) days of the termination or expiration of this Agreement.

All obligations under this Section and other terms that expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect until they are satisfied or by their nature expire.

***B. No Release***. If this Agreement terminates, is transferred or expires, Franchisee shall not be released or discharged from Franchisee's obligations, including payment obligations, unless otherwise provided by Franchisor in writing. If this Agreement is terminated as a result of Franchisee's default, Franchisor also shall be entitled to payment from Franchisee of all amounts which would have become due under this Agreement or any other agreement with Franchisor if Franchisee had continued to operate a franchised MEET FRESH® Store for the full term of this Agreement. Franchisor's remedies for default shall include, but are not limited to, the right to collect the present value of these amounts and to receive the benefit of its bargain with Franchisee, as well as to accelerate the balances of any promissory notes owed and to receive any other unpaid amounts owed to Franchisor, Licensor or any Franchisor Associate.

***C. Return of Proprietary Products***. Franchisor shall have no obligation to repurchase any Proprietary Products or supplies inventory remaining at the terminated Store. Promptly at Franchisor's request and Franchisee's expense, Franchisee shall return any such Proprietary Products and supplies to a location Franchisor designates. To the extent that Franchisee is licensed to operate any other MEET FRESH® Store and provided that there is no adverse effect on quality, Franchisor will permit Franchisee to use such inventory at such other Store(s) to reduce the expense of compliance.

**18. Transfer Restrictions**.

***A. Assignment by Franchisor***. Franchisor has an unrestricted right to transfer, assign or otherwise convey this Agreement, and some or all of Franchisor's rights and/or obligations under it, in its sole and absolute discretion, in whole or in part, without Franchisee's consent. Franchisee acknowledges and agrees that Franchisor may be sold and/or sell any or all of Franchisor's Marks, Trade Secrets, Copyrighted Works or the System and/or other assets, and go public, merge, or acquire other entities, whether or not competitive to Franchisee or Franchisor, without Franchisee's consent.

***B. Assignment by Franchisee***. Franchisee and Franchisee Owner(s) shall not encumber, assign or otherwise transfer all or any interest in the Store, the Franchised Business assets, or this Agreement, and no Owner shall transfer any interest in Franchisee, without Franchisor's prior written consent (individually and collectively, a "Transfer"). Any purported Transfer without Franchisor's prior written consent shall be null and void and shall be a material breach of this Agreement. The term "Transfer" includes any voluntary or involuntary assignment, sale, gift, pledge or any grant of any security or other interest and the following events: (i) any transfer of ownership of membership, capital stock or any partnership or similar interest; ii) any merger, consolidation or issuance of additional securities representing an ownership interest in the Franchised Business or the Franchisee; (iii) any sale of Franchisee's voting stock; (iv) any transfer in a corporate or partnership dissolution, divorce, insolvency proceeding or otherwise by operation of law; (v) any transfer of any interest in any revenues, profits, or assets of the Franchised Business which is not in the ordinary course of business; or (vi) any Franchise transfer to a Business Entity and/or a trust or similar entity. A Transfer of ownership, possession or control of a MEET FRESH® Store, or of its assets, may only be made with a Transfer of the Franchise, unless Franchisor otherwise agrees in writing and in its sole discretion.

***C. Conditions for Consent to Transfer to a Wholly-Owned Entity***. If Franchisee is one or more natural persons, Franchisor shall not unreasonably withhold consent to a Transfer by Franchisee to a Business Entity wholly-owned by such Franchisee and shall not require payment of the Transfer Fee described in Section 18.D(v), below, provided that Franchisee meets the following conditions, to the extent required by Franchisor, all of which are accepted by Franchisee as reasonable:

(i) The transferee entity/franchisee shall be newly organized with its activities confined exclusively to operating a MEET FRESH® Store under this Agreement;

(ii) The individual(s) approved by Franchisor as the Owner(s) of the Franchised Business shall be and shall remain the Owner(s) of the securities or other applicable ownership units for the transferee entity;

(iii) The Owner approved by Franchisor as the Designated Owner shall remain the Designated Owner for the transferee entity;

(iv) The transferee entity shall enter into a written assignment (in a form satisfactory to Franchisor) in which the transferee entity assumes all of Franchisee's obligations under this Agreement;

(v) All Owners of the transferee entity shall enter into a written agreement, in a form satisfactory to Franchisor, jointly and severally guaranteeing full payment and performance of the transferee entity's obligations under this Agreement;

(vi) Each certificate representing an ownership interest in the transferee entity and/or the Franchisee shall have conspicuously endorsed on it, and/or the operating agreement shall include, as applicable, a statement that ownership interests are held subject to the restrictions on Transfer provided in this Agreement;

(vii) No new shares of stock or membership interests or other indicia of ownership in the transferee entity shall be issued to any person or entity without obtaining Franchisor's prior written consent; and

(viii) Franchisee and all Owners shall execute a General Release prior to any Transfer in a form prescribed by Franchisor.

***D. Conditions on all Other Transfers***. Except for Transfers made pursuant to Section 18.C above, Franchisor shall have the right to impose any or all of the following conditions on any proposed Transfer:

(i) the transferee(s) shall have a credit rating and financial/business qualifications reasonably acceptable to Franchisor and otherwise meet Franchisor's then-current qualifying criteria for the grant of a Franchise; and Franchisee shall provide Franchisor with information as Franchisor may require to make such determination;

(ii) the transferee(s) or the individual who shall be the Designated Owner of the Franchised Business shall have successfully completed the Initial Training Program for new franchisees and paid the then-current initial training fee or shall have otherwise demonstrated to Franchisor's satisfaction sufficient ability to operate the Store being transferred;

(iii) the transferee(s), including Owners of the transferee(s), shall jointly and severally execute any or all of the following, at Franchisor's sole discretion and as Franchisor shall direct: (a) Franchisor's franchise agreement and other standard ancillary agreements with Franchisor on the current standard forms being used by Franchisor, except that an additional Initial Franchise Fee shall not be charged; and/or (b) an assignment from Franchisee in a form satisfactory to Franchisor, under which the transferee shall assume all of Franchisee's obligations under this Agreement; and (c) such personal guarantees and ancillary documents as Franchisor then customarily requires;

(iv) the term of the transferee's franchise shall be for the unexpired term of this Agreement or, at Franchisor's option, for the full term of any franchise agreement signed in connection with the Transfer, as provided in Section 18.D(iii) above;

(v) Franchisor must receive payment of a Three Thousand Dollars ($3,000) Transfer Fee on or before the completion of the Transfer, however, if the proposed Transfer occurs within Twenty Four (24) months from the Effective Date and is not a transfer to an entity controlled by Franchisee, a Transfer Fee of Fifteen Thousand ($15,000.00) shall be due and payable by Franchisee to Franchisor;

(vi) Franchisee shall not take or maintain a security interest after a Transfer in the Franchise or this Agreement or any Franchised Business assets without Franchisor's prior written consent, which Franchisor has an unrestricted right to condition or withhold. If permitted, any security interest will be subordinated to the Franchisor's rights to payment under the applicable franchise agreement and subject to the conditions to Transfer under the transferee's franchise agreement;

(vii) the transferee(s) and Franchisee and each of their respective Owners must sign any consent to Transfer form then customarily requested by Franchisor, which can include a General Release;

(viii) the transferee and each transferee Owner shall not be in breach of this Agreement upon completion of the Transfer due to interests in Similar Businesses or otherwise;

(ix) all amounts due Franchisor, Licensor or any Franchisor Associate and any Franchised Business supplier must be paid in full;

(x) each certificate representing an ownership interest in any transferee entity shall have conspicuously endorsed on it, and/or the operating agreement shall include, as applicable, a statement that ownership interests are held subject to the restrictions on Transfer provided in this Agreement;

(xi) no shares of stock or membership interests or other indicia of ownership in the transferee entity shall be transferred or issued to any person or entity without obtaining Franchisor's prior written consent;

(xii) the Franchisee Owner approved by Franchisor as the Designated Owner shall remain the Designated Owner, unless Franchisor approves a substitute at Franchisee's request and in Franchisor's sole discretion; and

(xiii) Franchisee's Store facility and its operations must have been brought into full compliance with any Manuals and specifications and System Standards then-applicable for new MEET FRESH® Stores.

***E. No Release***. Franchisor's approval of any Transfer shall in no way be deemed a release by Franchisor of Franchisee's, any Franchisee Owner's or any guarantor's obligations under this Agreement, or of any guarantee, any promissory note or any other agreement related to the Franchise. Franchisor's consent to a Transfer shall not be or be interpreted as a consent to any future Transfer.

**19. Death or Incapacity**.

If the Franchisee, or if the Franchisee Owner having a controlling interest in a Business Entity Franchisee, dies or is permanently disabled, then his or her interest in this Agreement, the Franchise and/or the Franchisee shall be transferred to a third party, subject to compliance with the provisions of Section 18. A "Permanent Disability" occurs if Franchisee (or the applicable Owner) is not able to personally, actively participate in the management of the Franchised Business for one hundred eighty (180) consecutive days. A Transfer under this Section shall be completed within one hundred eighty (180) days from the date of death or permanent disability. If no Transfer occurs within the prescribed one hundred eighty (180) day period, the Franchise will automatically terminate at the end of such period, unless Franchisor grants an extension in its sole discretion or in compliance with local law.

**20. Right of First Refusal**.

***A. Franchisor's Right***. Except for a transfer to a Business Entity wholly owned by Franchisee or among then current owners, Franchisor shall have a right of first refusal to accept the terms of any proposed Transfer of any interest in this Agreement or in Franchisee or the Franchised Business. To enable Franchisor to exercise its right of first refusal, Franchisee shall deliver to Franchisor a written notice stating all the terms of any proposed Transfer, shall provide any additional information Franchisor requests about the proposed transaction, including the purchase and sale agreement and related documents and terms, and shall comply with such notice requirements as are provided under applicable franchise law.

***B. Additional Rights***. If Franchisor exercises its right of first refusal, then in addition (i) Franchisor shall have the right to substitute cash for any form of payment proposed in the offer; (ii) Franchisor's credit-worthiness shall not be deemed to be less than that of any proposed purchaser; (iii) Franchisor shall have at least sixty (60) days after notifying Franchisee of its election to exercise its right of first refusal to prepare for closing; and (iv) Franchisor shall be entitled to receive written representations and warranties from Franchisee that Franchisee owns clear title to all assets being sold, transferred or assigned; that all tangible assets being sold, transferred or assigned are in good working condition; that there are no breaches of any contracts affecting the Store; that there are no liabilities of Franchisee that have not been disclosed to Franchisor in writing; that Franchisee and each Owner and Franchisee Affiliate will comply with indemnification and non-competition obligations substantially similar to those required in Sections 14.B,15.A, 15.B and 15.C of this Agreement; that all sales, transfer and/or similar taxes are to be paid by the transferor; and that all applicable licenses and permits will be transferred to Franchisor at closing, to the extent permitted under applicable law. At Franchisor's request, Franchisee shall take all action necessary to cause the lease for the Store and any other agreements designated by Franchisor, to be assigned to Franchisor.

***C. Consent***. Within thirty (30) days after Franchisor receives the notice described in Section 20.A above, and all requested information, Franchisor shall, in writing, consent or withhold consent to the proposed Transfer, or in accordance with this Section 20, accept for itself or its nominee the Transfer on the terms specified in the notice. If Franchisor elects not to exercise its right of first refusal and consents to the proposed Transfer, then Franchisee shall be authorized to complete the proposed transaction with the proposed transferee on the terms in the original notice to Franchisor and subject to satisfaction of the conditions contained in Sections 18.B, 18.C and 18.D within ninety (90) days following Franchisor's consent. Any material change to any such Transfer terms shall constitute a new proposal, which shall again require compliance with the procedures provided in this Section 20.

**21. Nature of Relationship; Independent Contractors**.

The parties desire, acknowledge and agree that they are and shall be independent contractors. Nothing in this Agreement shall be construed to create an employer-employee, co-employer relationship, partnership, joint venture, agency or any fiduciary or special relationship. Franchisee shall have no power to, and shall not purport to, obligate Franchisor for any expense, liability or other obligation. Franchisee shall be responsible for all acts and omissions of Franchisee's employees, Store Managers, independent contractors, and representatives, regardless of whether or not Franchisee had actual knowledge of such act or omission. Franchisee is and shall remain at all times completely independent and in business for itself, and shall have no right or interest in any of Franchisor's property or business. Franchisee is not, and shall not hold itself out as, an agent, representative, employee, officer, director, partner, owner or Associate of Franchisor. Franchisee is free to conduct its business in compliance with System Standards as it deems best in providing the Store Products and Services in accordance with this Agreement, independently of the supervision, management and control of Franchisor. Franchisee is solely responsible for hiring, firing, discipline and supervision of Restaurant employees, the terms and conditions of their employment and all other matters related to their employment. Franchisor has no management of, control over or involvement in any such employment matters. Franchisee must comply with Franchisor's requirements for identifying Franchisee's Franchised Business and its operations as independently owned and operated and will include notices of independent ownership on forms, business cards, stationery, advertising, signs, media postings and other materials and publications as Franchisor requires. Franchisee will hold itself out as an independent business in all dealings and communications with the public.

**22. Non-Waiver**.

No waiver or delay in enforcing a party's rights after any breach of any term of this Agreement shall be construed as a waiver of any earlier or later breach of such provision or of any other provision of this Agreement. Any party's acceptance of any payment from the other shall not be construed to be a waiver of any breach of this Agreement, unless such waiver is made in writing and signed by the waiving party.

**23. Late Fee, Interest and Costs of Collection**.

If any amount due from Franchisee to Franchisor, Licensor or any Franchisor Associate is not received by the applicable due date, Franchisee will pay a one-time late fee of Two Hundred Fifty Dollars ($250.00). In addition, all amounts due from Franchisee to Franchisor, Licensor or any Franchisor Associate shall bear interest after the due date at the lower of the rate of one and one-half percent (1.5%) per month or the highest applicable legal rate for open account business credit allowed under applicable law. This Section is not an agreement to permit or accept payments after they are due or a commitment by Franchisor to extend credit. Franchisee shall pay Franchisor on demand all reasonable costs of collection that Franchisor incurs in connection with any late payments made by Franchisee, including legal costs and Attorneys' Fees.

**24. No Accord or Satisfaction; Application of Funds**.

Franchisor may accept any check or payment in any amount without prejudice to Franchisor's right to recover the balance of the amount due or to pursue any other right or remedy. Franchisor shall have the sole discretion to apply any payments made by, or on behalf of, Franchisee to any of Franchisee's past due indebtedness owing to Franchisor, Licensor or any Franchisor Associates. Franchisor has the right to set off any amounts it owes to Franchisee against any amounts Franchisee owes to Franchisor, Licensor or to a Franchisor Associate or an Approved Supplier. No restrictive endorsement on any check or in any letter or other communications accompanying any payment shall bind Franchisor, Licensor or any Franchisor Associates.

**25. Tax Payments**.

As an independent business, Franchisee is solely responsible for Franchisee's and the Franchised Business's periodic filings and payments in connection with all state, federal and/or local taxes, fees and withholdings of every kind, including without limitation, sales taxes, business and/or personal self-employment taxes and income taxes; payroll and payroll taxes for Franchisee's employees; and all social security and other amounts required to be paid or withheld, as well as for worker's compensation insurance as required by law. Neither Franchisor nor Licensor are responsible for any item or expense associated with Franchisee's payroll or for any other compensation or benefits related to Franchisee's employees or independent contractors or Franchisee's MEET FRESH® Store. Franchisee is solely responsible for the payment of all sales taxes and other taxes, debts, and obligations of the Franchised Business and will promptly pay and discharge the same as they become due. If any amount to be paid or reimbursed under this Agreement to Franchisor, Licensor or any Franchisor Associates, is subject to any gross receipts taxes, value added taxes, sales taxes, use taxes, personal property taxes and similar taxes imposed on, or required to be collected or paid by Franchisor, Licensor or any Franchisor Associates, then Franchisee must pay or reimburse an additional amount to Franchisor, Licensor or to such Franchisor Associate, as the case may be, so that the amount actually received by Franchisor Licensor or such Franchisor Associates after such deduction, payment or withholding will equal the full amount payable or reimbursable under this Agreement. If the laws applicable to Franchisee's Store require Franchisee to withhold tax on any payment which Franchisee is obliged to make to the Franchisor, Licensor or any of Franchisors Associates, Franchisee shall timely remit to the appropriate taxing authorities all withholding and/or other taxes and provide Franchisor with proof of payment thereof within five (5) days of such payment. Franchisee also shall do all such other things and take such other steps as may be reasonably required to enable the Franchisor to obtain any tax credit which may be available to it.

**26. Notices**.

Notices required or permitted under this Agreement shall be sent to the applicable parties at the addresses identified on Schedule A unless a different address has been designated by written notice to the other party. Notices shall be in writing and shall be personally delivered, delivered by commercial delivery service, delivered by certified or registered U.S. mail, return receipt requested, or sent by facsimile or electronic mail transmission with confirmation of receipt, shall be addressed as provided on Schedule A; and shall be deemed received at the earlier of (i) the time of actual receipt; or (ii) immediately on transmission by facsimile or email transmission; or (iii) one (1) business day after being placed in the hands of a commercial delivery service for overnight delivery; or (iv) three (3) business days after placement in the United States Mail by registered or certified mail, return receipt requested, postage prepaid.

**27. Entire Agreement**.

This Agreement, each Schedule, any addendum and all ancillary agreements signed concurrently with this Agreement contain the parties' entire agreement on the subject matter hereof, and supersede any and all prior and concurrent negotiations, understandings, representations, disclosures and agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by Franchisor in any Disclosure Document that was furnished to Franchisee by Franchisor. This Agreement shall not be binding on either party unless executed in writing by both parties. This Agreement shall not be modified, except by a written amendment signed by both parties; provided, that Franchisor reserves the right to make changes to any Manual as provided in this Agreement without Franchisee's consent.

**28. Severability and Construction**.

***A. Law Controls; Severable Terms***. In any conflict between this Agreement and any applicable law, the law shall prevail, but the provision of this Agreement so affected shall be curtailed and limited only to the extent necessary for such provision to be lawful. This Agreement will be deemed automatically modified to comply with governing law, if such law requires a greater time period for notice of termination of or refusal to renew this Agreement or otherwise. If any provision of this Agreement is held to be indefinite, overbroad, invalid or otherwise unenforceable, the remainder of this Agreement shall continue in full force and effect.

***B. Third Party Beneficiaries***. Except for indemnification rights held by third party indemnitees or as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall be construed, to confer on any person or legal entity other than Franchisor or Franchisee and their respective successors and assigns any rights or remedies under or by reason of this Agreement.

***C. Headings and Counterparts***. Captions and headings are intended solely for the convenience of the parties and shall not be deemed to affect the meaning or construction of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be signed with full legal force and effect using electronic signatures and records.

***D. Franchisor Exercise of "Sole Discretion" and Other Choices; Express Agreement; Requests for Consent or Approval***. When this Agreement includes the phrases "Franchisor's sole and absolute discretion" and/or "sole discretion" and whenever Franchisor exercises a right, prescribes an action or thing, or otherwise makes a choice or uses discretion, Franchisee and Franchisor agree that Franchisor has the express, unrestricted right to make decisions and/or take (or refrain from taking) actions, as Franchisor deems appropriate. Franchisor shall use its judgment in exercising such discretion based on its assessment of the interests Franchisor considers appropriate and will not be required to consider Franchisee's individual interests or the interests of any other particular franchisee(s). Franchisor has this right even if a particular decision/action may have negative consequences for Franchisee, a particular franchisee or group of franchisees. Any Franchisee request for approval or consent must be submitted to Franchisor in writing, and any grant by Franchisor of any such approval or consent must be in writing to be effective.

***E. Construction***. In each instance in which any of them appear in this Agreement, the terms, "include," "includes," and "including" shall each be construed to be followed by the words, "without limitation."

**29. Law and Venue**.

***A. California Law***. Except to the extent of the applicability of the Federal Arbitration Act and related federal preemption requirements, this Agreement and all other matters concerning Franchisor and Franchisee and/or their respective rights and obligations will be governed by, and construed and enforced in accordance with, the laws of the state of California, without giving effect to any conflict of laws; provided, (i) the provisions of the California Franchise Relations Act and the California Franchise Investment Law and any other California statute, regulation or law regarding franchise offers and sales, business opportunities, and/or franchise relationships shall not apply unless jurisdictional, definitional and other requirements thereof are met independently of this Section; and (ii) the provisions of Sections 15.A, 15.B and 15.C shall be construed and enforced in accordance with the laws of the state where the claimed breach of such Section(s) occurs.

***B. Venue for Disputes***. Subject to Section 30 below, and except to the extent prohibited by law or as otherwise provided in any state addenda applicable to Franchisee's state of residence or of Franchisee's Franchised Business location, the parties agree that the venue for any litigation arising under or related to this Agreement or the relationship of the parties will be an appropriate state or federal court with jurisdiction in Los Angeles County, California. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision.

**30. Dispute Resolution**.

***A. Process***. Except as precluded by law, any dispute, controversy, action or proceeding of any type, including any claim for equitable relief and/or for which Franchisee is acting as a "private attorney general," suing pursuant to a statutory claim or otherwise (individually and collectively, a "Claim"), between Franchisor, its Licensor and/or other Franchisor Associates, on the one hand, and Franchisee and/or its Affiliates, Owners, and/or any of their respective guarantors, directors, officers, members, shareholders, partners, managers, agents, and/or employees, on the other hand, shall be resolved as provided in this Section 30. Except for a Claim specified in Section 30.D(ii) below, Franchisor and Franchisee agree to mediate any Claim before resorting to arbitration or litigation. Such mediation shall be conducted for a maximum of six (6) hours (unless the parties mutually agree otherwise) before a retired judge with Judicial Arbitration and Mediation Services, Inc. ("JAMS"), who shall be jointly selected by the applicable parties. Mediation fees, if any, shall be divided equally between or among the parties involved. If such parties are unable to resolve such Claim(s) through mediation and except as provided in Section 30.D below, such Claim(s) shall be resolved by binding arbitration as provided in this Section 30. Arbitration shall be administered by JAMS, or its successor, in accordance with JAMS' then prevailing Comprehensive Arbitration Rules and Procedures and conducted by one arbitrator, who must be a lawyer substantially experienced in franchising. In the event of a conflict between the terms of this Agreement and the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS, the terms of this Agreement shall govern. Any award must be in writing and judgment upon any award rendered may be entered in any court having jurisdiction thereof. Upon request by either party, the arbitrator shall provide a reasoned opinion with findings of fact and conclusions of law and the party so requesting shall pay the arbitrator's fees and costs connected therewith. The parties shall hold arbitration proceedings, awards, and related discussions confidential, except for such disclosure as may be required by law. Claims which would constitute a compulsory counter-claim, if brought in court under the state law provided in Section 29.A, must be filed in an arbitration proceeding brought under this Agreement or be barred. The substantive law applied in such arbitration shall be as provided in Section 29.A. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. The arbitral decision shall be binding and conclusive on the parties.

***B. Arbitrator's Authority***. The arbitrator shall decide any questions relating in any way to the parties' agreement to arbitrate, including arbitrability, applicability, subject matter, timeliness, scope, remedies, and any alleged fraud in the inducement, or purportedly void or voidable provisions of the Agreement. The arbitrator can issue summary orders disposing of all or part of a Claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, and other relief by any court having jurisdiction. The subpoena powers of the arbitrator with respect to witnesses to appear at the arbitration proceeding shall not be subject to any geographical limitation. No award in arbitration will have any effect of preclusion or collateral estoppel in any other adjudication or arbitration. Arbitrators in any proceeding under this Section 30 will apply all applicable law, and a failure to apply the applicable law in accordance with Section 29 will be deemed an act in excess of authority and reviewable by the courts, and the parties expressly agree that any arbitration award can be reviewed and overturned by a court for legal error.

***C. Location***. Any arbitration or mediation will be conducted exclusively at a neutral location in Los Angeles County, California. Franchisee and Franchisor agree that the provisions of this Section will control, notwithstanding any language included in Franchisor's franchise disclosure documents due to state requirements suggesting that the provisions of any Section might be unenforceable due to a failure to have a meeting of the minds or otherwise. Neither Franchisee nor Franchisor has any expectation that the provisions of this (or any other) Section will be unenforceable or that they will not be enforced. Franchisee understands and agrees that one effect of this paragraph may be that arbitration and other related costs may be greater, and it may be more difficult for Franchisee to proceed, than if those proceedings took place in a location near Franchisee's residence or business. If this provision is unenforceable for any reason, arbitration will be conducted at a neutral location reasonably near Franchisee's franchised location.

***D. Claims Brought in Court Proceedings or Arbitration***. Notwithstanding any other provisions of this Agreement or otherwise, (i) either party shall be entitled to seek preliminary or interim injunctive or provisional relief by a court or by arbitration (including, but not limited to, a temporary restraining order and preliminary injunction and injunctive relief concerning rights to real property and possible eviction, all without bond) without showing or proving any actual damage, until such time as a final and binding determination is made by the arbitrator, and (ii) any party to this Agreement is entitled to pursue an action for collection of debt(s) owed in either a court or arbitration proceeding when the right to payment has not been in dispute prior to the filing of such an action. The foregoing remedies shall be in addition to, and not in lieu of, all other remedies or rights which the parties might otherwise have by virtue of any breach of this Agreement by the other party.

***E. Intention to Arbitrate***. Franchisee and Franchisor expressly agree that, notwithstanding any contrary provisions of state or other law, and/or any statements in any disclosure document required by a state or other government as a condition to franchise registration or for some other purpose:

(i) all issues relating to arbitration and/or the enforcement of arbitration-related provisions will be decided by the arbitrator and governed only by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the federal common law of arbitration;

(ii) all provisions of this Agreement shall be fully enforced, including but not limited to those provisions relating to arbitration, venue, and choice of law; and

(iii) Franchisee and Franchisor intend to rely upon federal preemption under the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and, as a result, the provisions of this Agreement will be enforced only according to their terms.

***F. Survival and Enforcement***. The terms of this Section 30 shall survive termination, expiration or cancellation of this Agreement. If any portion of this Section 30 is deemed to be unenforceable for any reason, it shall be modified or restricted, or severed, so as to comply with applicable law and shall be otherwise enforced according to its terms.

***G. Costs***. Each party shall bear its own costs and expenses incurred in connection with any Claim, including, but not limited to, Attorneys' Fees.

***H. Terms Applicable to All Proceedings; Damages Limitation; Waiver of Class Action***. UNWAIVABLE RIGHTS TO PUNITIVE, EXEMPLARY, MULTIPLE OR SIMILAR DAMAGES FRANCHISEE OR FRANCHISOR MAY HAVE UNDER ANY STATUTE OR REGULATION SHALL BE FULLY EFFECTIVE. OTHERWISE AND TO THE EXTENT PERMITTED BY LAW, ANY RECOVERY ON ANY CLAIM UNDER THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES SUSTAINED BY THE INJURED PARTY, WITH ALL PARTIES WAIVING CLAIMS FOR PUNITIVE, EXEMPLARY, MULTIPLE OR SIMILAR DAMAGES. ANY ARBITRATION OR OTHER PROCEEDING BETWEEN FRANCHISOR OR ANY FRANCHISOR ASSOCIATE AND FRANCHISEE AND ANY FRANCHISEE AFFILIATE OR OWNER SHALL BE BROUGHT AS AN INDIVIDUAL CLAIM AND SHALL NOT BE ARBITRATED OR LITIGATED ON A CLASS-WIDE OR CLASS ACTION BASIS TO THE FULLEST EXTENT PERMITTED BY LAW.

## 31. Force Majeure.

Except for the payment of monies owed, neither party shall be liable or responsible for any delays or failures to perform as provided in this Agreement due to strikes, lockouts, casualties, acts of God, war, acts of terrorism, government regulation or control or other causes beyond the reasonable control of such parties. Any time period for the performance of an obligation shall be extended by the amount of the delay. This clause shall not apply or not result in an extension of the term of this Agreement.

## 32. "Franchisee" Defined and Guarantee.

***A.*** ***Franchisee***. As used in this Agreement, the term "Franchisee" shall include the individual(s) or entity defined as "Franchisee" in the introductory paragraph of this Agreement and all persons who succeed to the interest of the original Franchisee by transfer or operation of law, and all Owners, as context requires.

***B.*** ***Individual Undertakings***. By their signatures below, all partners, shareholders, officers, directors, members, managers and governors of a Business Entity Franchisee personally and individually acknowledge and accept the duties and obligations imposed on Franchisee by the terms of this Agreement and any related agreements.

***C.*** ***Business Entity Franchisee***. If Franchisee is at any time a Business Entity, Franchisee agrees that:

(i) Franchisee shall at all times be lawfully organized and formed and in good standing under the laws of Franchisee's state of incorporation or formation and have the authority to undertake and perform Franchisee's obligations under this Agreement and all related agreements;

(ii) Franchisee's organizational and governing documents will acknowledge the restrictions on transfer contained in this Agreement and ownership documents and certificates will include a comparable legend;

(iii) Franchisee will be for formed for the sole purpose of operating the Franchised Business and will not conduct any other business;

(iv) any permitted changes in the ownership described on Schedule A shall be included in an amended Schedule A to be executed by the parties; and

(v) if Franchisee is a Business Entity, Franchisor can require that some or all of Franchisee's Owners execute Franchisor's then current form of Guarantee, a current copy of which is attached as Schedule B to this Agreement, but which is subject to change by Franchisor.

**33. Franchisor Practices**.

Franchisee understands, acknowledges and agrees that Franchisor may have offered Franchises in the past, may currently be offering Franchises and/or may offer Franchises in the future on or with economic and/or other terms, conditions and provisions which may significantly differ from those stated in this Agreement and any related documents. Franchisee further acknowledges that there may be instances in which Franchisor has varied, or will vary, the terms on which Franchisor offers Franchises, the fees Franchisor receives and specific arrangements with a particular franchisee to suit the circumstances of a particular transaction, the particular franchisee's situation or otherwise, in each case in its sole discretion and without liability, to the extent permitted by law.

**34. Cumulative Remedies**.

Unless otherwise expressly provided under this Agreement, the rights and remedies granted to either Franchisee or Franchisor under this Agreement are cumulative and shall not prohibit either of them from exercising any other right or remedy provided under this Agreement or permitted at law or in equity.

**35. Discretionary Enforcement**.

Franchisor has the right to prescribe, modify and/or eliminate policies that Franchisee must follow and which may involve marketing restrictions or restrictions on products and/or services that Franchisee can use or provide in Franchisee's Franchised Business, among other matters. Franchisor has the right to permit individual deviations from such policies and subject to such conditions as Franchisor elects, and to choose to not enforce (or to selectively enforce) any provision of this Agreement or any other agreement or standard or policy, whether with respect to Franchisee and/or any other franchisee or other person, in a lawful manner without any liability.

**36. Notice to Franchisee**.

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.

**37. Definitions**.

**The following definitions apply to terms used this Agreement:**

"**Accepted Location**" – As defined in Section 3.A and identified on Schedule A.

"**Affiliate**" – Any Business Entity which controls, is controlled by or is under common control with another Business Entity.

"**Agreement**" – This Franchise Agreement.

"**Approved Suppliers**" – As defined in Section 13.D.

"**Area Development Agreement**" – If applicable, that certain Area Development Agreement between Franchisor and Franchisee under which this Agreement is executed in connection therewith.

"**Attorneys' Fees**" – Includes, without limitation, legal fees, whether incurred in preparation of the filing of any written demand or claim, action, hearing, arbitration, or other proceeding to enforce the obligations of this Agreement, or during any such proceeding, plus all costs incurred in connection therewith.

"**Business Entity**" – Includes a corporation, partnership, joint venture, limited liability company, limited partnership, or other form of business recognized in any jurisdiction. If Franchisee is a Business Entity, then Franchisor has the right to require each of Franchisee's Owners to guarantee Franchisee's performance. Franchisor's current form of Owners' Guarantee is attached as Schedule B of this Agreement.

"**Claim**" – As defined in Section 30.A.

"**Computer System**" – As defined in Section 12.C.

"**Confidential Information**" – As defined in Sections 8.A and 8.B.

"**Copyrighted Works**" – As defined in Section 6.

"**Designated Owner**" – A person who holds an equity interest in the Franchised Business, is responsible for Store supervision and is identified on Schedule A, as applicable.

"**Development Schedule**" – As defined in the Area Development Agreement, if applicable.

"**Effective Date**" – The date this Agreement is made, as provided on the first page and in the first paragraph of this Agreement.

"**Equipment**" – Includes all appliances, ovens, sinks, hardware, counters, furniture, small wares, and other assets authorized by Franchisor from time to time for use or sale at or from Franchisee's MEET FRESH® Store and/or in association with the Marks and in each case only as approved by Franchisor and subject to change or elimination by Franchisor.

"**Expiration Date**" – The date this Agreement ends, as noted on first page of this Agreement.

"**Family Member**" – As defined in Section 15.B.

"**Financial Performance Representations**" – As defined in Section 36.E.

"**Franchise**" – The license to operate a MEET FRESH® Store business according to System Standards, providing only Products and Services approved by Franchisor and using the System and Marks in compliance with the terms of this Agreement.

"**Franchised Business**" – As defined in Section 1.A.

"**Franchisee**" – As defined in the introductory paragraph of this Agreement and in Section 32.A.

"**Franchisee's Store Onsite Segment**" – As defined in Section 4.A.

"**Franchisor**" – Meet Fresh Franchising LLC

"**Franchisor Associates**" – Easy Way Station Co., Ltd., Easy Life Station Co., Ltd., Easy Way USA, Inc., Easy Way Formula, LLC, Easy Way Express, LLC, each Affiliate thereof and Franchisor's Affiliates, and each of their respective current and future shareholders, members, partners, managers, trustees, directors, officers, employees, agents, attorneys, and representatives, as well as Franchisor's current and future shareholders, members, partners, managers, trustees, directors, officers, employees, agents, attorneys, and representatives.

"**Franchisor's Store Onsite Segment**" – As defined in Section 4.A.

"**General Release**" – A general release, in the then-current form prescribed by Franchisor at the time such release is to be delivered, of any and all claims, liabilities and/or obligations, of any nature whatsoever, including those existing as of, and/or arising before, the date of any such release, however arising, known or unknown, whether against Franchisor, Licensor and/or any Franchisor Associates or any of their respective shareholders, members, managers, officers, directors, partners, employees, agents and representatives, and whether by Franchisee, any Franchisee Owner (if Franchisee is or becomes a Business Entity) and/or any Affiliate of any of the foregoing. A copy of Franchisor's general releasing language (which is subject to change) is attached as Schedule C and is approved by Franchisee.

"**Gross Revenues**" – As defined in Section 11.C.

"**Gross Revenues Report**" – As defined in Section 12.B.

"**Indemnified Parties**" – As defined in Section 14.B.

"**Initial Franchise Fee**" – As defined in Section 11.A.

"**Initial Term**" – As defined in Section 2.A.

"**Initial Training Program**" – As defined in Section 4.A.

"**Licensor**" – As defined in the Recitals of this Agreement.

"**Manual**" – If published and as described in the Recitals of this Agreement and discussed in Section 7.

"**Marks**" – The trademarks, service marks and other commercial symbols now and/or in the future owned by (or licensed to) Franchisor to identify the Services and Products offered in MEET FRESH® Stores, including "MEET FRESH™ & Design," MEET FRESH® and other logos and identifiers designated by Franchisor from time to time.

"**Online Segment**" – As defined in Section 4.A.

"**Opening Period Deadline**" – As defined in Section 3.D.

"**Owner**" – Any holder, direct or indirect, of a legal or beneficial interest in a Business Entity Franchisee or Franchisor, as the context requires, including, but not limited to, any such shareholder, member, manager or partner.

"**Permanent Disability**" – As defined in Section 19.

"**Products**" – Goods authorized by Franchisor from time to time for use or sale at or from Franchisee's MEET FRESH® Store and/or in association with the Marks and in each case only as approved by Franchisor and subject to change or elimination by Franchisor, including without limitation signage, ingredients, menu items, inventory and assets for the Franchised Business.

"**Proprietary Products**" – As defined in Section 13.G.

"**Renewal**" – As defined in Section 2.A.

"**Renewal Fee**" – As defined in Section 2.B.

"**Royalty Fee**" – As defined in Section 11.B.

"**Services**" – Services authorized by Franchisor from time to time for use or sale at or from Franchisee's MEET FRESH® Store and/or in association with the applicable Marks and in each case only as approved by Franchisor and subject to change or elimination by Franchisor.

"**Similar Business**" – As defined in Section 15.B.

"**Store**" or "**MEET FRESH® Store**" – The MEET FRESH® business Franchisee is franchised to operate when Franchisee signs this Agreement, as defined in the opening paragraphs of this Agreement.

"**Store Maintenance Activities**" – As defined in Section 13.B.

"**Store Manager**" – As defined in Section 4.A.

"**Store Update**" – As defined in Section 13.B.

"**System**" – As defined in the opening recital of this Agreement and inclusive of the Marks, Copyrighted Works and Trade Secrets, all of which Franchisor may continue to develop and change over time and with which Franchisee must comply.

"**System Standards**" – Standards, specifications, and any mandatory policies and rules prescribed by Franchisor in its sole and absolute discretion from time to time, in any Manual or other written publication, applicable to operations, training, inventory, Equipment, Store layout and design, Approved Suppliers and approved Products and Services, marketing and other aspects of MEET FRESH® Store businesses.

“**Term**” – As defined in Section 2.A.

“**Trade Dress**” – The distinctive MEET FRESH® Store design and image which you are licensed to use under this Agreement and which is subject to change by Franchisor at any time and in its sole discretion.

“**Trade Secrets**” – Information that is proprietary to Franchisor, Licensor or any Franchisor Associate, including a formula, procedure, pattern, compilation, program, receipt, formula, customer lists and related data, device, discovery, invention, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and/or is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“**Transfer**” – As defined in Section 18.B.

“**Transfer Fee**” – As defined in Section 18.D(v).

“**Website**” or “**MEET FRESH® Website**” – As defined in Section 10.C.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement on the day and year first above written.

THIS AGREEMENT WILL NOT BECOME EFFECTIVE UNLESS AND UNTIL SIGNED BY FRANCHISOR.

FRANCHISOR:

Meet Fresh Franchising LLC,
a California limited liability company

By: ___________________________________
Name:
Title:

*Sign here if "Franchisee" is a natural person*

FRANCHISEE (Individual[s])

| | |
|---|---|
| ______________________________ | ______________________________ |
| Signature | Signature |
| ______________________________ | ______________________________ |
| Printed Name | Printed Name |

*Sign here if "Franchisee" is a type of business entity*

FRANCHISEE (Corp., LLC or Partnership)

___________________________________
Legal Name of Franchisee Entity

a__________________________ __________________________
Jurisdiction of Formation Corporation, LLC or Partnership

By: _________________________________
Print Name

_________________________________
Signature

____________________________
Title

## SCHEDULE A TO THE FRANCHISE AGREEMENT

## FRANCHISEE OWNERS, DESIGNATED OWNER AND ACCEPTED LOCATION

**Franchisee**: ________________________________________

**Franchisee Owners (Holders of Legal or Beneficial Interest)**:

Name: ________________________________

Position/Title: ___________________________

Home Address: __________________________

________________________________________

________________________________________

Telephone No.: __________________________

E-mail address: __________________________

Percentage of ownership: _________________%

Name: ________________________________

Position/Title: ___________________________

Home Address: __________________________

________________________________________

________________________________________

Telephone No.: __________________________

E-mail address: __________________________

Percentage of ownership: _________________%

Name: ________________________________

Position/Title: ___________________________

Home Address: __________________________

________________________________________

________________________________________

Telephone No.: __________________________

E-mail address: __________________________

Percentage of ownership: _________________%

Name: ________________________________

Position/Title: ___________________________

Home Address: __________________________

________________________________________

________________________________________

Telephone No.: __________________________

E-mail address: __________________________

Percentage of ownership: _________________%

**Designated Owner**

The Designated Owner is __________________________________________. A change in the Designated Owner requires Franchisor's advance written consent.

Any notice or information delivered to the Designated Owner by Franchisor shall be deemed delivered or provided to all Owners of the Franchised Business and of Franchisee, if Franchisee is a Business Entity. Franchisee and Owners agree that Franchisor may rely on information, direction and representations made by such Designated Owner and that such information/direction/representations are authorized by and made on behalf of Franchisee and each Franchise Owner.

**Addresses for Notices**

The Addresses for Notices are as follows:

Franchisor: Meet Fresh Franchising LLC
227 North Sunset Avenue
City of Industry, CA 91744
E-Mail: tp812@easyway-group.com

Franchisee: ______________________
______________________
______________________
E-Mail:________________

**Accepted Location**

________________________________________________________________________
*(Insert Street Address, City, State)*

***(Signatures on Next Page; to be signed when Accepted Location is identified above.)***

IN WITNESS WHEREOF, each of the undersigned has executed this Schedule A on the day and year noted below.

FRANCHISOR:

Meet Fresh Franchising LLC,
a California limited liability company

By: ___________________________________
Name:
Title:

*Sign here if "Franchisee" is a natural person*

FRANCHISEE (Individual[s])

| | |
|---|---|
| ______________________________ | ______________________________ |
| Signature | Signature |
| ______________________________ | ______________________________ |
| Printed Name | Printed Name |
| Date: _____________________ | Date: _____________________ |

*Sign here if "Franchisee" is a type of business entity*

FRANCHISEE (Corp., LLC or Partnership)

___________________________________
Legal Name of Franchisee Entity

a__________________________ __________________________
Jurisdiction of Formation Corporation, LLC or Partnership

By: _________________________________
Print Name

_________________________________
Signature

_____________________________
Title

Date: _______________

**SCHEDULE B TO THE FRANCHISE AGREEMENT**
**GUARANTEE AND ASSUMPTION OF OBLIGATIONS**

THIS GUARANTEE AND ASSUMPTION OF OBLIGATIONS (the "Guarantee") is given this ____ day of _______________, 20____, (the "Effective Date") by ________________________________________ (individually and collectively, the "Guarantor").

In consideration of, and as an inducement to, the execution of the Franchise Agreement or the consent to transfer of even date with this Guarantee by Meet Fresh Franchising LLC (the "Franchisor"), each of the undersigned Guarantors hereby personally and unconditionally (1) guarantees to Franchisor and its successors and assigns, for the term of the Franchise Agreement and thereafter as provided in the Franchise Agreement, that: (Franchisee Name) __________________ __________________ (the "Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement; and (2) shall personally be bound by, and personally liable for the breach of each and every provision in the Franchise Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities including, without limitation, the provisions of Section 15. Each of the undersigned waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (4) any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (1) its direct and immediate liability under this Guarantee shall be joint and several; (2) it shall render any payment or performance required under the Franchise Agreement on demand if Franchisee fails or refuses punctually to do so; (3) such liability shall not be contingent or conditioned on pursuit by Franchisor of any remedies against Franchisee or any other person; and (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that Franchisor may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guarantee, which shall be continuing and irrevocable during the term of the Franchise Agreement (and any extensions), for so long as any performance is or might be owed under the Franchise Agreement by Franchisee/Franchisee's owners, and for so long as Franchisor has any cause of action against Franchisee or Franchisee's owner(s).

Guarantors acknowledge having read and understood the Franchise Agreement and the undersigned agree that this Guarantee and all other matters concerning Franchisor and Guarantors and/or their respective rights and obligations will be governed by, and construed and enforced in accordance with the dispute resolution provisions of Sections 29 and 30 of the Franchise Agreement, as though Guarantors were "Franchisee" for purposes of such Sections. Sections 29 and 30 are attached to this Guarantee and incorporated by reference.

IN WITNESS WHEREOF, each of the undersigned has here unto affixed his or her signature on the day and year noted above.

*(Signatures on Next Page)*

GUARANTOR(S)

PERCENTAGE OF OWNERSHIP OF ENTITY FRANCHISEE

______________________________ ___________%
Signature

______________________________
Print Name

______________________________ ___________%
Signature

______________________________
Print Name

______________________________ ___________%
Signature

______________________________
Print Name

ENTITY FRANCHISEE (Corp., LLC or Partnership)

______________________________________
Legal Name of Franchisee Entity

a____________________________ _____________________________
Jurisdiction of Formation Corporation, LLC or Partnership

By: ___________________________________
Print Name

___________________________________
Signature

______________________________
Title

**Sections 29 and 30 of the Franchise Agreement**
**(Attachment to Guarantee)**

"**29. Law and Venue**

***A. California Law***. Except to the extent of the applicability of the Federal Arbitration Act and related federal preemption requirements, this Agreement and all other matters concerning Franchisor and Franchisee and/or their respective rights and obligations will be governed by, and construed and enforced in accordance with, the laws of the state of California, without giving effect to any conflict of laws; PROVIDED, (i) the provisions of the California Franchise Relations Act and the California Franchise Investment Law and any other California statute, regulation or law regarding franchise offers and sales, business opportunities, and/or franchise relationships shall not apply unless jurisdictional, definitional and other requirements thereof are met independently of this Section; and (ii) the provisions of Sections 15.A, 15.B and 15.C shall be construed and enforced in accordance with the laws of the state where the claimed breach of such Section(s) occurs.

***B. Venue for Disputes***. Subject to Section 30, below, and except to the extent prohibited by law or as otherwise provided in any state addenda applicable to Franchisee's state of residence or of Franchisee's Franchised Business location, the parties agree that the venue for any litigation arising under or related to this Agreement or the relationship of the parties will be an appropriate state or federal court with jurisdiction in Los Angeles County, California. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision.

**30. Dispute Resolution**

***A. Process***. Except as precluded by law, any dispute, controversy, action or proceeding of any type, including any claim for equitable relief and/or for which Franchisee is acting as a "private attorney general," suing pursuant to a statutory claim or otherwise (individually and collectively, a "Claim") between Franchisor, its Licensor and/or other Franchisor Associates, on the one hand, and Franchisee and/or its Affiliates, Owners and/or any of their respective guarantors, directors, officers, members, shareholders, partners, managers, agents, and/or employees, on the other hand, shall be resolved as provided in this Section 30. Except for a Claim specified in Section 30.D(ii), below, Franchisor and Franchisee agree to mediate any Claim before resorting to arbitration or litigation. Such mediation shall be conducted for a maximum of six (6) hours (unless the parties mutually agree otherwise) before a retired judge with Judicial Arbitration and Mediation Services, Inc. ("JAMS"), who shall be jointly selected by the applicable parties. Mediation fees, if any, shall be divided equally between or among the parties involved. If such parties are unable to resolve such Claim(s) through mediation and except as provided in Section 30.D below, such Claim(s) shall be resolved by binding arbitration as provided in this Section 30. Arbitration shall be administered by JAMS, or its successor, in accordance with JAMS' then prevailing Comprehensive Arbitration Rules and Procedures and conducted by one arbitrator, who must be a lawyer substantially experienced in franchising. In the event of a conflict between the terms of this Agreement and the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS, the terms of this Agreement shall govern. Any award must be in writing and judgment upon any award rendered may be entered in any court having jurisdiction thereof. Upon request by either party, the arbitrator shall provide a reasoned opinion with findings of fact and conclusions of law and the party so requesting shall pay the arbitrator's fees and costs connected therewith. The parties shall hold arbitration proceedings, awards, and related discussions confidential, except for such disclosure as may be required by law. Claims which would constitute a compulsory counter-claim, if brought in court under the state law provided in Section 29.A must be filed in an arbitration proceeding brought under this Agreement or be barred. The substantive law applied in such arbitration shall be as provided in Section 29.A. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. The arbitral decision shall be binding and conclusive on the parties.

***B. Arbitrator's Authority***. The arbitrator shall decide any questions relating in any way to the parties' agreement to arbitrate, including arbitrability, applicability, which, if any, party(ies) are prevailing for purposes of Section 30.G, subject matter, timeliness, scope, remedies, and any alleged fraud in the inducement, or purportedly void or voidable provisions of the Agreement. The arbitrator can issue summary orders disposing of all or part of a Claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, and other relief by any court having jurisdiction. The subpoena powers of the arbitrator with respect to witnesses to appear at the arbitration proceeding shall not be subject to any geographical limitation. No award in arbitration will have any effect of preclusion or collateral estoppel in any other adjudication or arbitration. Arbitrators in any proceeding under this Section 30 will apply all applicable law, and a failure to apply the applicable law in accordance with Section 29 will be deemed an act in excess of authority and reviewable by the courts, and the parties expressly agree that any arbitration award can be reviewed and overturned by a court for legal error.

***C. Location***. Any arbitration or mediation will be conducted exclusively at a neutral location in Los Angeles County, California. Franchisee and Franchisor agree that the provisions of this Section will control, notwithstanding any language included in Franchisor's franchise disclosure documents due to state requirements suggesting that the provisions of any Section might be unenforceable due to a failure to have a meeting of the minds or otherwise. Neither Franchisee nor Franchisor has any expectation that the provisions of this (or any other) Section will be unenforceable or that they will not be enforced. Franchisee understands and agrees that one effect of this paragraph may be that arbitration and other related costs may be greater, and it may be more difficult for Franchisee to proceed, than if those proceedings took place in a location near Franchisee's residence or business. If this provision is unenforceable for any reason, arbitration will be conducted at a neutral location reasonably near Franchisee's franchised location.

***D. Claims Brought in Court Proceedings or Arbitration***. Notwithstanding any other provisions of this Agreement or otherwise, (i) either party shall be entitled to seek preliminary or interim injunctive or provisional relief by a court or by arbitration (including, but not limited to, a temporary restraining order and preliminary injunction and injunctive relief concerning rights to real property and possible eviction, all without bond) without showing or proving any actual damage, until such time as a final and binding determination is made by the arbitrator, and (ii) any party to this Agreement is entitled to pursue an action for collection of moneys owed in either a court or arbitration proceeding when the right to payment has not been in dispute prior to the filing of such an action. The foregoing remedies shall be in addition to, and not in lieu of, all other remedies or rights which the parties might otherwise have by virtue of any breach of this Agreement by the other party.

***E. Intention to Arbitrate***. Franchisee and Franchisor expressly agree that, notwithstanding any contrary provisions of state or other law, and/or any statements in any disclosure document required by a state or other government as a condition to franchise registration or for some other purpose:

(i) all issues relating to arbitration and/or the enforcement of arbitration-related provisions will be decided by the arbitrator and governed only by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the federal common law of arbitration;

(ii) all provisions of this Agreement shall be fully enforced, including but not limited to those provisions relating to arbitration, venue, and choice of law; and

(iii) Franchisee and Franchisor intend to rely upon federal preemption under the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and, as a result, the provisions of this Agreement will be enforced only according to their terms.

***F. Survival and Enforcement***. The terms of this Section 30 shall survive termination, expiration or cancellation of this Agreement. If any portion of this Section 30 is deemed to be unenforceable for any reason, it shall be modified or restricted, or severed, so as to comply with applicable law and shall be otherwise enforced according to its terms.

***G. Costs***. Each party shall bear its own costs and expenses incurred in connection with any Claim, including, but not limited to, Attorneys' Fees.

***H. Terms Applicable to All Proceedings; Damages Limitation; Waiver of Class Action***. UNWAIVABLE RIGHTS TO PUNITIVE, EXEMPLARY, MULTIPLE OR SIMILAR DAMAGES FRANCHISEE OR FRANCHISOR MAY HAVE UNDER ANY STATUTE OR REGULATION SHALL BE FULLY EFFECTIVE. OTHERWISE AND TO THE EXTENT PERMITTED BY LAW, ANY RECOVERY ON ANY CLAIM UNDER THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES SUSTAINED BY THE INJURED PARTY, WITH ALL PARTIES WAIVING CLAIMS FOR PUNITIVE, EXEMPLARY, MULTIPLE OR SIMILAR DAMAGES. ANY ARBITRATION OR OTHER PROCEEDING BETWEEN FRANCHISOR OR ANY FRANCHISOR ASSOCIATE AND FRANCHISEE AND ANY FRANCHISEE AFFILIATE OR OWNER SHALL BE BROUGHT AS AN INDIVIDUAL CLAIM AND SHALL NOT BE ARBITRATED OR LITIGATED ON A CLASS-WIDE OR CLASS ACTION BASIS TO THE FULLEST EXTENT PERMITTED BY LAW.

**CALIFORNIA FRANCHISEES/FRANCHISE OWNERS SUBSTITUTE THE FOLLOWING LANGUAGE FOR SECTION 30.B:**

***B. Arbitrator's Authority***. The arbitrator shall decide any questions relating in any way to the parties' agreement to arbitrate, including arbitrability, applicability, which, if any, party(ies) are prevailing for purposes of Section 30.G, subject matter, timeliness, scope, remedies, and any alleged fraud in the inducement, or purportedly void or voidable provisions of the Agreement. The arbitrator can issue summary orders disposing of all or part of a Claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, and other relief by any court having jurisdiction. The subpoena powers of the arbitrator with respect to witnesses to appear at the arbitration proceeding shall not be subject to any geographical limitation. No award in arbitration will have any effect of preclusion or collateral estoppel in any other adjudication or arbitration. Arbitrators in any proceeding under this Section 30 will apply all applicable law, and a failure to apply the applicable law in accordance with Section 29 will be deemed an act in excess of authority and reviewable by the courts, and the parties expressly agree that any arbitration award can be reviewed and overturned by a court for legal error. If required by applicable law for any arbitration provision to be enforceable (for example, to preserve constitutionally or statutorily provided rights), the arbitrator can, as soon as possible, appropriately allocate between Franchisee and Franchisor the fees of the arbitrator(s) and/or his/her related organization, or require an advance of a portion of such fees subject to possible reimbursement, or otherwise address such issues so as to allow the arbitration to proceed and can adjust such allocations appropriately during the arbitration process for such purpose. Either party can in its discretion advance the other party's portion of the initial case filing fees paid to the JAMS, or successor organization, for an arbitration matter pursuant to this Agreement.

**SCHEDULE C TO THE FRANCHISE AGREEMENT**
**CURRENT FORM OF**
**RELEASING LANGUAGE**
**(SUBJECT TO CHANGE BY FRANCHISOR)**

NOT TO BE SIGNED WITH THE FRANCHISE AGREEMENT

Release - General Provisions. The Franchisee(s), together with any Owner of the Franchisee (if the Franchisee(s) are or become a Business Entity), on their own behalf and on behalf of each of their respective Affiliates, shareholders, members, managers, partners, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Franchisee Parties"), hereby release and forever discharge each and all of the Franchisor-Related Persons/Entities (as defined below) of and from any and all causes of action, in law or in equity, suits, debts, liens, defaults under contracts, leases, agreements or promises, liabilities, claims, demands**, damages, losses, costs or expenses, of any nature whatsoever, howsoever arising, known** or unknown, fixed or contingent, past or present, that the Franchisee Parties (or any of them) now has or may hereafter have against any or all of the Franchisor-Related Persons/Entities by reason of any matter, cause or thing whatsoever from the beginning of time to the date hereof (the "Claims"), it being the mutual intention of the parties that this release be unqualifiedly general in scope and effect and that any Claims against any of the Franchisor-Related Persons/Entities are hereby forever canceled and forgiven; provided that this Release shall not apply to any Claims arising from representations in any Franchise Disclosure Document received by Franchisee Parties, or any of them, in connection with the acquisition of a MEET FRESH® Franchise, or any Claims for violations of federal and/or state franchise registration and disclosure laws or state franchise relationship laws, to the extent such a release is precluded by applicable law (individually and collectively, "Excluded Matters").

THE FRANCHISEE PARTIES ACKNOWLEDGE THAT THEY ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTY."

THE FRANCHISEE PARTIES, BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVE ALL OF THEIR RIGHTS THEREUNDER AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT OF ANY APPLICABLE JURISDICTION, INCLUDING, WITHOUT LIMITATION, CALIFORNIA AND/OR JURISDICTIONS OF FRANCHISEE PARTIES' RESIDENCE AND THE LOCATION OF FRANCHISED UNIT; EXCEPTING ONLY THOSE CLAIMS SOLELY RELATED TO EXCLUDED MATTERS.

The Franchisee Parties expressly assume the risk of any mistake of fact or fact of which they may be unaware or that the true facts may be other than any facts now known or believed to exist by Franchisee Parties, and it is the Franchisee Parties intention to forever settle, adjust and compromise any and all present and/or future disputes with respect to all matters from the beginning of time to the date of this document finally and forever and without regard to who may or may not have been correct in their understanding of the facts, law or otherwise. All releases given by the Franchisee Parties are intended to constitute a full, complete, unconditional and immediate substitution for any and all rights, claims, demands and causes of action whatsoever which exist, or might have existed, on the date of this document. The Franchisee Parties represent and warrant that they have made such independent investigation of the facts, law and otherwise pertaining to all matters discussed, referred to or released in or by this document as the Franchisee Parties, in the Franchisee Parties' independent judgment, believe necessary or appropriate.

Franchisee(s) Initials: _______N/A__________

Franchisee Owner(s) Initials: _______N/A__________

<u>No Assignment or Transfer of Interest</u>. The Franchisee Parties represent and warrant that there has been, and there will be, no assignment or other transfer of any interest in any Claims that the Franchisee Parties may have against any or all of the Franchisor-Related Persons/Entities, all Claims having been fully and finally extinguished, and the Franchisee Parties agree to forever indemnify and hold the Franchisor-Related Persons/Entities harmless from any liability, claims, demands, damages, losses, costs, expenses or Attorneys' Fees incurred by any of the Franchisor-Related Persons/Entities as a result of any person asserting any interest in any of the Claims and/or any voluntary, involuntary or other assignment or transfer, or any rights or claims under any assignment, transfer or otherwise. It is the intention of the parties that this indemnity does not require payment by any of the Franchisor-Related Persons/Entities as a condition precedent to recovery against the Franchisee Parties under this indemnity.

<u>Attorneys' Fees</u>. If the Franchisee Parties, or anyone acting for, or on behalf of, the Franchisee Parties or claiming to have received, by assignment or otherwise, any interest in any of the Claims, commence, join in, or in any manner seek relief through any suit (or otherwise) arising out of, based upon or relating to any of the Claims released hereunder or in any manner asserts against all or any of the Franchisor-Related Persons/Entities any of the Claims released hereunder, the Franchisee Parties agree to pay all Attorneys' Fees and other costs incurred by any of the Franchisor-Related Persons/Entities in defending or otherwise responding to said suit or assertion directly to the Franchisor-Related Persons/Entities incurring such costs.

"<u>Franchisor-Related Persons/Entities</u>." Meet Fresh Franchising LLC, Easy Way Station, Co., Ltd., Easy Life Station Co., Ltd., Easy Way USA, Inc., Easy Way Formula, LLC Easy Way Express, LLC, and their respective affiliates, and each of their respective predecessors, successors and assigns, and the shareholders, officers, directors, members, managers, partners, agents, employees, attorneys, heirs, executors and representatives of each of the foregoing, whether past, current or future.

<u>Date of Releases, Joint and Several Liability</u>. The releases granted hereunder will be deemed effective as of the date hereof. The liabilities and obligations of each of the Franchisee Parties (and any other person/entity providing releases to the Franchisor-Related Persons/Entities) will be joint and several.

<u>For Washington Franchisees Only</u>. The releases granted hereunder does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

**SCHEDULE D TO THE FRANCHISE AGREEMENT**
**ADA AND RELATED CERTIFICATIONS**

(To be signed and delivered to Franchisor as a Store pre-opening requirement)

Meet Fresh Franchising LLC ("Franchisor") and ____________________________________ ("Franchisee") are parties to the Franchise Agreement dated ___________________ (the "Agreement"), for the operation of a MEET FRESH® Store business at _________________________________________________________ (the "Store").

In accordance with Section 3.D of the Agreement, Franchisee certifies to Franchisor that the Store and its adjacent areas comply with all applicable federal, state and local laws, statutes, codes, rules, regulations and standards, including but not limited to the Americans with Disabilities Act as Amended and all local zoning regulations and building codes. Franchisee acknowledges that it is an independent contractor and the requirement of this certification by Franchisor does not constitute ownership, control, leasing or operation of the Store. Franchisee acknowledges that Franchisor has relied on the information contained in this certification. Furthermore, Franchisee agrees to defend, indemnify and hold harmless Franchisor and Franchisor Affiliates, and each of their respective predecessors, successors and assigns, and the shareholders, officers, directors, members, managers, partners, agents, employees, attorneys, heirs, executors and representatives of each of the foregoing, whether past, current or future) in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by such indemnified party(ies) as a result of any matters associated with Franchisee's compliance (or failure to comply) with the Americans with Disabilities Act as Amended, all local zoning regulations and building codes and otherwise, as well as the costs, including Attorneys' Fees, related to the same.

*Sign here if "Franchisee" is a natural person*

FRANCHISEE (Individual[s])

| | |
|---|---|
| ______________________________<br>Signature | ______________________________<br>Signature |
| ______________________________<br>Printed Name | ______________________________<br>Printed Name |
| Date: ____________________ | Date: ____________________ |

*Sign here if "Franchisee" is a type of business entity*

FRANCHISEE (Corp., LLC or Partnership)

__________________________________
Legal Name of Franchisee Entity

a_________________________ __________________________
Jurisdiction of Formation Corporation, LLC or Partnership

By: ________________________________ Date: _______________
Print Name

________________________________
Signature

___________________________
Title

**SCHEDULE E TO THE FRANCHISE AGREEMENT**

**OWNER NON-COMPETE, NON-DISCLOSURE AND**

**CONFIDENTIALITY AGREEMENT**

**(NOT FOR CALIFORNIA FRANCHISE OWNERS)**

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement for the operation of a MEET FRESH® store ("Store"), and any revisions, modifications and amendments thereto, (hereinafter collectively the "Franchise Agreement") dated ______________________________, 20___, by and between Meet Fresh Franchising LLC (hereinafter "Franchisor") and ________________________________________ (hereinafter "Franchisee"), the undersigned ("Owner") agrees as follows:

1. Non-Solicitation and In Term Non-Competition Covenants. Owner acknowledges that as a result of Owner's equity position in Franchisee, Owner may receive valuable Confidential Information, as that term is defined below, and other proprietary information of Franchisor's or its affiliates. Owner covenants that, during the term of the Franchise Agreement and subject to the post termination provisions contained therein and any applicable addendum to the Agreement, and except as otherwise approved in writing by Franchisor, Owner will not, either directly or indirectly, for himself/herself or through, on behalf of or in conjunction with any Family Members or other person, persons, partners or entity:

i) have any direct or indirect interest anywhere in any Similar Business, or in any entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses; or

ii) provide any financial support or perform any services anywhere as an employee, agent, representative, consultant or in any capacity of any kind for any Similar Business, or for any entity granting franchises or licenses or establishing joint ventures to operate Similar Businesses.

For purposes of this Agreement, (i) a "Similar Business" is any business or enterprise that markets or sells Taiwanese desserts and beverages such as taro balls, grass jelly, shaved ice, tofu pudding, tea-based beverages and other distinctive MEET FRESH® menu items and such goods comprise more than twenty percent (20%) of sales for such business/enterprise; and (ii) "Family Members" include an individual and his/her spouse and/or domestic partner, and their respective mother, father, brother, sister, son, and daughter.

2. Post Term Covenants. Owner covenants that, except as otherwise approved in writing by Franchisor, for a continuous uninterrupted period commencing upon the expiration or termination of the Franchise Agreement, regardless of the cause for termination, and continuing for two (2) years thereafter, Owner will neither directly nor indirectly, for itself or through, on behalf of or in conjunction with any person, persons, partnership or corporation:

i) have any direct or indirect interest in any Similar Business within a radius of ten (10) miles of Franchisee's MEET FRESH® Store location or the location of any MEET FRESH® Store, or

ii) provide any financial support or perform any services as an employee, agent, representative, consultant or in any capacity of any kind for any Similar Business within a radius of ten (10) miles of Franchisee's MEET FRESH Store location or the location of any MEET FRESH® Store; or

iii) have any direct or indirect interest anywhere in, or provide any financial support to, any entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses, or perform any services anywhere as an employee, agent, representative, consultant or in any capacity of any kind for any such entity.

3. Non-Use and Non-disclosure Covenants. Owner agrees to protect as confidential, and not to disclose to any person or entity any Confidential Information, either directly or indirectly, except as may be required for the fulfillment of Owner's and/or Franchisee's obligations under the Franchise Agreement. For purposes of this Agreement, Confidential Information includes in any form current and future:

i) any manuals, techniques, processes, instructional materials and curricula, any proprietary recipes, policies, procedures, systems, data, and know how regarding the establishment, operation and franchising of MEET FRESH® Stores;

ii) MEET FRESH layouts and designs, specifications for any MEET FRESH® customized products and services, and supplier lists and related agreements, pricing and terms; and

iii) trade secrets and other non-public information regarding the System or MEET FRESH® Stores, including potential location plans, System statistics, profits, financial data, marketing plans, business strategies, Store performance information, customer lists and related data for all MEET FRESH® Stores, and other operating data/information.

Owner further agrees:

i. not to utilize any Confidential Information other than for the benefit of the Franchisee and during the term of, and in accordance with the provisions of, the Franchise Agreement;

ii. to take all precautions necessary to ensure that the Confidential Information shall not be disclosed to third parties; and

iii. agrees and acknowledges that all Confidential Information is and shall remain the property of Franchisor or Franchisor's licensor, as applicable, and nothing herein or any course of conduct between Franchisor, Franchisee and Owner shall be deemed to grant Owner any rights in or to all or any portion of the Confidential Information.

4. No Undue Hardship. Owner acknowledges and agrees that the covenants set forth above are fair and reasonable and will not impose any undue hardship on Owner since Owner has other considerable skills, experience and education which afford him/her the opportunity to derive income from other endeavors.

5. Inapplicability of Restrictions. The restrictions described in paragraphs 1 and 2 do not apply to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than three percent (3%) of the outstanding number of shares of that class issued by a Similar Business.

6. Independence of Covenants. Each of the above covenants shall be deemed independent of any other covenant or provision of this Agreement. If any of the restrictions in this Agreement are determined to be unenforceable to an extent because of excessive duration, geographic area, scope of business or otherwise, they will be reduced to the level that provides the greatest protection to Franchisor and the System, but which is still enforceable. If a court of competent jurisdiction deems any provision of this Agreement unreasonable, the court may declare a reasonable modification, and this Agreement shall be valid and enforceable as so modified.

7. Modification of Covenants. Owner understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any of the above covenants without Owner's consent, effective immediately upon receipt by Owner of written notice thereof, and Owner shall comply with any covenant as so modified.

8. Enforcement of Covenants. Owner expressly agrees that the existence of any claims Owner may have against Franchisor shall not act as a defense to the enforcement by Franchisor of the

covenants contained in this Agreement. Owner agrees to pay all costs and expenses (including reasonable Attorneys' Fees) incurred by Franchisor in connection with the enforcement of the covenants set forth in this Agreement.

9. Specific Performance. Owner acknowledges that any breach of Owner's obligations herein may cause Franchisor great and irreparable injury that cannot be adequately compensated by the payment of damages in an action at law. Accordingly and notwithstanding any contrary or inconsistent term of the Franchise Agreement, Franchisor and any Franchisor licensor, as applicable, shall be entitled to the remedies of injunction, specific performance and other equitable relief to redress any breach, or to prevent any threatened breach (and Franchisor and any licensor shall not be required to post any bond or prove special damages) and Owner shall pay any and all costs and expenses (including reasonable Attorneys' Fees and expenses) incurred by Franchisor or any such licensor in enforcing its rights hereunder. Nothing contained in this Agreement shall, however, be construed as a waiver by Franchisor of any other right, including, without limitation, Franchisor's right to damages.

10. Binding. This Agreement shall be binding on and inure to the benefit of the parties and their successors and permitted assigns. Franchisor may assign its rights and obligations under this Agreement to anyone without the consent of Owner. Owner shall not assign any of Owner's rights or obligations under this Agreement.

11. Laws. This Agreement and the parties' respective rights and obligations hereunder will be governed by, and construed and enforced in accordance with, the laws of the state where a claimed breach occurs, PROVIDED, that the provisions of any statute, regulation or law regarding franchises shall not apply unless jurisdictional, definitional and other requirements thereof are met independently of this Section.

12. Survival. Owner's obligations shall survive termination of the Franchise Agreement. Any failure on the part of Franchisor to insist upon the performance of this Agreement in whole or in part shall not constitute a waiver of any right under this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party waiving the right. The parties agree that the covenants included in this Agreement, taken as a whole, are reasonable in duration and scope and necessary to protect Franchisor and the System, and it is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If in any judicial proceeding a court shall refuse to enforce any of the separate covenants included in this Agreement, then such unenforceable covenant shall be deemed modified so as to be enforceable (or if not subject to modification, then eliminated) to the extent necessary to permit the remaining covenants to be enforced.

13. Defined Terms. Capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Franchise Agreement. Owner acknowledges having received, reviewed and understood the terms of the Franchise Agreement and having had ample opportunity to consult with independent counsel of Owner's choosing prior to the execution of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have set their hands as of this _____ day of _________________, 20___.

FRANCHISOR:

Meet Fresh Franchising LLC,
a California limited liability company

By: ___________________________________
Name:
Title:

OWNER(S):

_______________________________
Signature

_______________________________
Printed Name

_______________________________
Signature

_______________________________
Printed Name

_______________________________
Signature

_______________________________
Printed Name

**SCHEDULE F TO THE FRANCHISE AGREEMENT**
**CALIFORNIA ADDENDUM FOR CALIFORNIA FRANCHISES**
**AND**
**OWNER NON-COMPETE, NON-DISCLOSURE AND**
**CONFIDENTIALITY AGREEMENT FOR OWNERS OF CALIFORNIA FRANCHISES**

CALIFORNIA ADDENDUM

This is the California Addendum to the MEET FRESH® Franchise Agreement (the "Agreement") with an effective date of ___________ __, 20__ by and between Meet Fresh Franchising LLC, a California limited liability company, and ____________________________, a ________________ ("Franchisee"), a California franchisee.

1. Section 15.C of the Agreement is deleted and the following language is substituted:

"***C. Further Trade Secret and System Protection; Post Term Restrictions***. For a period of two (2) years after the transfer, termination or expiration of this Agreement, Franchisee, each Franchisee Associate, each Franchisee Owner and each Family Member of each of the foregoing, shall not:

*(i) have any direct or indirect interest in any Similar Business within a radius of ten (10) miles of the Accepted Location or of any MEET FRESH® Store, if the fulfillment of Franchisee's duties and responsibilities with respect to such Similar Business (or the duties and responsibilities of another person/entity identified above in this Section 15.C) would inherently call upon Franchisee (or such other person/entity) to disclose and/or use Confidential Information or Trade Secrets; or*

*(ii) provide any financial support or perform any services as an employee, agent, representative, consultant or in any capacity of any kind for any Similar Business within a radius of ten (10) miles of the Accepted Location or of any MEET FRESH® Store, if the fulfillment of Franchisee's duties and responsibilities with respect to such Similar Business (or the duties and responsibilities of another person/entity identified above in this Section 15.C) would inherently call upon Franchisee (or such other person/entity) to disclose and/or use Confidential Information or Trade Secrets; or*

*(iii) have any direct or indirect interest anywhere in, or provide any financial support to, any entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses, or perform any services anywhere as an employee, agent, representative, consultant or in any capacity of any kind for any such entity, if the fulfillment of Franchisee's duties and responsibilities with respect to such entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses (or the duties and responsibilities of another person/entity identified above in this Section 15.C) would inherently call upon Franchisee (or such other person/entity) to disclose and/or use Confidential Information or Trade Secrets.*

*Franchisee accepts that it is Franchisee's obligation under this Agreement to ensure the compliance of each of the persons/entities named in Sections 15.A, 15.B and 15.C with the limitations described in those Sections. Franchisor shall use reasonable judgment in evaluating whether or not the conduct of a Family Member warrants the exercise of rights under this provision."*

2. To the extent that Sections 16 ("Default and Termination"), 17 ("Rights and duties on Expiration or Termination") and 18 ("Transfer Restrictions") are inconsistent with the California Franchise Relations Act (CA. Bus. & Prof. Code §20020, et. seq.), the terms of the statute will control and the applicable Section shall be modified only to the extent required to comply with such law.

Further, Section 17 is hereby amended to include the following provision:

*"Franchisor shall have the right upon termination or non-renewal of the Franchise to purchase from Franchisee at the value of price paid, minus depreciation, inventory, supplies, equipment, fixtures and*

*furnishings (the "Items") purchased or paid for under the terms of this Agreement or an agreement ancillary hereto by Franchisee to Franchisor or to its approved suppliers that are possessed or used by Franchisee in the franchised business at the time of termination or non-renewal. Franchisee shall provide Franchisor clear title to and possession of any such Items. Franchisor can offset against the amounts owed to Franchisee any amounts owed by Franchisee to Franchisor."*

3. Section 30.B of the Agreement is deleted and the following language is substituted:

*"**30. B. Arbitrator's Authority**. The arbitrator shall decide any questions relating in any way to the parties' agreement to arbitrate, including arbitrability, applicability, subject matter, timeliness, scope, remedies, and any alleged fraud in the inducement, or purportedly void or voidable provisions of the Agreement. The arbitrator can issue summary orders disposing of all or part of a Claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, and other relief by any court having jurisdiction. The subpoena powers of the arbitrator with respect to witnesses to appear at the arbitration proceeding shall not be subject to any geographical limitation. No award in arbitration will have any effect of preclusion or collateral estoppel in any other adjudication or arbitration. Arbitrators in any proceeding under this Section 30 will apply all applicable law, and a failure to apply the applicable law in accordance with Section 29 will be deemed an act in excess of authority and reviewable by the courts, and the parties expressly agree that any arbitration award can be reviewed and overturned by a court for legal error. If required by applicable law for any arbitration provision to be enforceable (for example, to preserve constitutionally or statutorily provided rights), the arbitrator can, as soon as possible, appropriately allocate between Franchisee and Franchisor the fees of the arbitrator(s) and/or his/her related organization, or require an advance of a portion of such fees subject to possible reimbursement, or otherwise address such issues so as to allow the arbitration to proceed and can adjust such allocations appropriately during the arbitration process for such purpose. Either party can in its discretion advance the other party's portion of the initial case filing fees paid to JAMS, or successor organization, for an arbitration matter pursuant to this Agreement."*

To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of the Franchise Agreement or schedules or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms as of the date first above written.

FRANCHISOR:

Meet Fresh Franchising LLC,
a California limited liability company

By: ________________________________
Name:
Title:

*Sign here if "Franchisee" is a natural person*

FRANCHISEE (Individual[s])

______________________________ ______________________________
Signature Signature

______________________________ ______________________________
Printed Name Printed Name

Date: ____________________ Date: ____________________

*Sign here if "Franchisee" is a type of business entity*

FRANCHISEE (Corp., LLC or Partnership)

_________________________________
Legal Name of Franchisee Entity

a_________________________ _________________________
Jurisdiction of Formation Corporation, LLC or Partnership

By: ______________________________
Signature

______________________________
Printed Name

__________________________
Title

**<u>OWNER NON-COMPETE, NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT</u>**
**<u>(For California Franchise Owners)</u>**

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement for the operation of a MEET FRESH® store ("Store"), and any revisions, modifications and amendments thereto, (hereinafter collectively the "Franchise Agreement") dated ________________ __, 20___ by and between Meet Fresh Franchising LLC (hereinafter "Franchisor") and ________________________________________ (hereinafter "Franchisee"), the undersigned ("Owner") agrees as follows:

1. <u>Non-Solicitation and In Term Non-Competition Covenants</u>. Owner acknowledges that as a result of Owner's equity position in Franchisee, Owner may receive valuable Confidential Information, as that term is defined below, and other proprietary information of Franchisor's or its Associates. Owner covenants that, during the term of the Franchise Agreement and subject to the post termination provisions contained therein and any applicable addendum to the Agreement, and except as otherwise approved in writing by Franchisor, Owner will not, either directly or indirectly, for himself/herself or through, on behalf of or in conjunction with any Family Members or other person, persons, partners or entity:

(i) have any direct or indirect interest anywhere in any Similar Business (as defined below) or in any entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses; or

(ii) provide any financial support or perform any services anywhere as an employee, agent, representative, consultant or in any capacity of any kind for any Similar Business, or for any entity granting franchises or licenses or establishing joint ventures to operate Similar Businesses.

For purposes of this Agreement, (i) a "Similar Business" is any business or enterprise that markets or sells Taiwanese desserts and beverages such as taro balls, grass jelly, shaved ice, tofu pudding, tea-based beverages and other distinctive MEET FRESH® menu items and such goods comprise more than twenty percent (20%) of sales for such business/enterprise; and (ii) "Family Members" include an individual and his/her spouse and/or domestic partner, and their respective mother, father, brother, sister, son, and daughter.

2. <u>Post Term Covenants</u>. Owner covenants that, except as otherwise approved in writing by Franchisor, for a continuous uninterrupted period commencing upon the expiration or termination of the Franchise Agreement, regardless of the cause for termination, and continuing for two (2) years thereafter, Owner will neither directly nor indirectly, for itself or through, on behalf of or in conjunction with any person, persons, partnership or corporation:

(i) have any direct or indirect interest in any Similar Business within a radius of ten (10) miles of Franchisee's MEET FRESH® Store location or the location of any MEET FRESH® Store if the fulfillment of Owner's duties and responsibilities with respect to such Similar Business would inherently call upon Owner to disclose and/or use Franchisor's or Franchisor Associate's or Licensor's Trade Secrets (as defined in the Franchise Agreement) or other proprietary information;

(ii) provide any financial support or perform any services as an employee, agent, representative, consultant or in any capacity of any kind for any Similar Business within a radius of ten (10) miles of Franchisee's MEET FRESH® Store location or the location of any MEET FRESH® Store, if the fulfillment of Owner's duties and responsibilities with respect to such Similar Business would inherently call upon Owner to disclose and/or use Franchisor's or Franchisor Associate's or Licensor's Trade Secrets or other proprietary information; or

(iii) have any direct or indirect interest anywhere in, or provide any financial support to, any entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses, or perform any services anywhere as an employee, agent, representative, consultant or in any capacity of any kind for any such entity, if the fulfillment of Owner's duties and responsibilities with respect to such entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses would inherently call upon Owner to disclose and/or use Franchisor's or Franchisor Associate's or Licensor's Trade Secrets or other proprietary information.

3. Non-Use and Non-disclosure Covenants. Owner agrees to protect as confidential, and not to disclose to any person or entity any Confidential Information, either directly or indirectly, except as may be required for the fulfillment of Owner's and/or Franchisee's obligations under the Franchise Agreement. For purposes of this Agreement, Confidential Information includes in any form current and future:

(i) any manuals, techniques, processes, instructional materials and curricula, any proprietary recipes, policies, procedures, systems, data, and know how regarding the establishment, operation and franchising of MEET FRESH® Stores;

(ii) MEET FRESH® layouts and designs, specifications for any MEET FRESH® customized products and services, and supplier lists and related agreements, pricing and terms; and

(iii) trade secrets and other non-public information regarding the System or MEET FRESH® Stores, including potential location plans, System statistics, profits, financial data, marketing plans, business strategies, Store performance information, customer lists and related data for all MEET FRESH® Stores, and other operating data/information.

Owner further agrees:

(i) Not to utilize any Confidential Information other than for the benefit of the Franchisee and during the term of, and in accordance with the provisions of, the Franchise Agreement;

(ii) To take all precautions necessary to ensure that the Confidential Information shall not be disclosed to third parties; and

(iii) Acknowledges that all Confidential Information is and shall remain the property of Franchisor or Franchisor's licensor, as applicable, and nothing herein or any course of conduct between Franchisor, Franchisee and Owner shall be deemed to grant Owner any rights in or to all or any portion of the Confidential Information.

4. No Undue Hardship. Owner acknowledges and agrees that the covenants set forth above are fair and reasonable and will not impose any undue hardship on Owner since Owner has other considerable skills, experience and education which afford him/her the opportunity to derive income from other endeavors.

5. Inapplicability of Restrictions. The restrictions described in paragraphs 1 and 2 do not apply to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than three percent (3%) of the outstanding number of shares of that class issued by a Similar Business.

6. Independence of Covenants. Each of the above covenants shall be deemed independent of any other covenant or provision of this Agreement. If any of the restrictions in this Agreement are determined to be unenforceable to an extent because of excessive duration, geographic area, scope of business or otherwise, they will be reduced to the level that provides the greatest protection to Franchisor and the System, but which is still enforceable. If a court of competent jurisdiction deems any provision of this Agreement unreasonable, the court may declare a reasonable modification, and this Agreement shall be valid and enforceable as so modified.

7. Modification of Covenants. Owner understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any of the above covenants without Owner's

consent, effective immediately upon receipt by Owner of written notice thereof, and Owner shall comply with any covenant as so modified.

8. Enforcement of Covenants. Owner expressly agrees that the existence of any claims Owner may have against Franchisor shall not act as a defense to the enforcement by Franchisor of the covenants contained in this Agreement. Owner agrees to pay all costs and expenses (including reasonable Attorneys' Fees) incurred by Franchisor in connection with the enforcement of the covenants set forth in this Agreement.

9. Specific Performance. Owner acknowledges that any breach of Owner's obligations herein may cause Franchisor great and irreparable injury that cannot be adequately compensated by the payment of damages in an action at law. Accordingly and notwithstanding any contrary or inconsistent term of the Franchise Agreement, Franchisor and any Franchisor licensor, as applicable, shall be entitled to the remedies of injunction, specific performance and other equitable relief to redress any breach, or to prevent any threatened breach (and Franchisor and any licensor shall not be required to post any bond or prove special damages) and Owner shall pay any and all costs and expenses (including reasonable Attorneys' Fees and expenses) incurred by Franchisor or any such licensor in enforcing its rights hereunder. Nothing contained in this Agreement shall, however, be construed as a waiver by Franchisor of any other right, including, without limitation, Franchisor's right to damages.

10. Binding. This Agreement shall be binding on and inure to the benefit of the parties and their successors and permitted assigns. Franchisor may assign its rights and obligations under this Agreement to anyone without the consent of Owner. Owner shall not assign any of Owner's rights or obligations under this Agreement.

11. Laws. This Agreement and the parties' respective rights and obligations hereunder will be governed by, and construed and enforced in accordance with, the laws of the state where a claimed breach occurs, PROVIDED, that the provisions of any statute, regulation or law regarding franchises shall not apply unless jurisdictional, definitional and other requirements thereof are met independently of this Section.

12. Survival. Owner's obligations shall survive termination of the Franchise Agreement. Any failure on the part of Franchisor to insist upon the performance of this Agreement in whole or in part shall not constitute a waiver of any right under this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party waiving the right. The parties agree that the covenants included in this Agreement, taken as a whole, are reasonable in duration and scope and necessary to protect Franchisor and the System, and it is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If in any judicial proceeding a court shall refuse to enforce any of the separate covenants included in this Agreement, then such unenforceable covenant shall be deemed modified so as to be enforceable (or if not subject to modification, then eliminated) to the extent necessary to permit the remaining covenants to be enforced.

13. Defined Terms. Capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Franchise Agreement. Owner acknowledges having received, reviewed and understood the terms of the Franchise Agreement and having had ample opportunity to consult with independent counsel of Owner's choosing prior to the execution of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have set their hands as of this _____ day of _________________, 20____.

FRANCHISOR:

Meet Fresh Franchising LLC,
a California limited liability company

By: ___________________________________
Name:
Title:

OWNER(S):

_______________________________
Signature

_______________________________
Printed Name

_______________________________
Signature

_______________________________
Printed Name

_______________________________
Signature

_______________________________
Printed Name

**EXHIBIT C TO THE DISCLOSURE DOCUMENT**

**AREA DEVELOPMENT AGREEMENT**

[see attached]

# MEET FRESH FRANCHISING LLC

# AREA DEVELOPMENT AGREEMENT

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**2. Area Development** ........ 1

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**MEET FRESH FRANCHISING LLC**
**AREA DEVELOPMENT AGREEMENT**

THIS AREA DEVELOPMENT AGREEMENT (this "Agreement") is made on _________, 20__ (the "Effective Date") by and between **Meet Fresh Franchising LLC**, a California limited liability company ("Franchisor"), and ____________________________, a __________________________________ ("Developer").

## Recitals

A. Franchisor is licensed by EASY WAY STATION CO., Ltd. ("Licensor"), a Franchisor Associate formed under the laws of Taiwan, R.O.C., to sublicense to others the non-exclusive right to use certain intellectual property, including the "Meet Fresh®" trademark and other identifiers (the "Marks") and the Meet Fresh® System, as defined in the following paragraph. "Franchisor Associates" include Licensor and its Affiliates and Franchisor's other Affiliates, and each of their respective shareholders, members, partners, managers, trustees, directors, officers, employees, agents, attorneys, and representatives, as well as Franchisor's shareholders, members, partners, managers, trustees, directors, officers, employees, agents, attorneys, and representatives, and the successors and assigns of each of the foregoing.

B. Franchisor and/or Licensor have spent a considerable amount of time, effort, and money to devise, and continue to develop, a distinctive system for the operation of a brick and mortar retail stores that sell Taiwanese desserts and beverages such as taro balls, herbal jelly, shaved ice, tofu pudding, tea-based beverages, as well as other complementary menu items, as designated by the Franchisor (the "Meet Fresh® System" or "System"). The System includes the Marks, training programs and materials, product and supplier resources, recipes, menu item preparation and service techniques, branded packaging and any proprietary mixes/ingredients, operations methods and techniques, proprietary information and trade secrets and manual(s), if any, (individually and collectively, the "Manual"), as well as know-how regarding the operation and management of a Meet Fresh® retail outlet (a "Meet Fresh® Store" or "Store").

C. Franchisor would like to expand and develop a franchise organization and seeks experienced and efficient multi-store developer candidates that will develop and operate Meet Fresh® Stores under Meet Fresh® franchise agreements as part of Franchisor's franchise network.

D. Developer would like to obtain the right to develop five (5) or more Meet Fresh® Stores in a designated geographical area and is willing to pay an Area Development Fee in connection with the grant of such right.

E. Franchisor would like to grant to Developer the right to develop Stores in accordance with the terms and on the conditions contained in this Agreement and the applicable Meet Fresh® Store Franchise Agreement(s).

THEREFORE, IT IS AGREED:

### 1. Grant of Right

1.1 Franchisor grants to Developer, and Developer accepts, the right and obligation, during the Term, as defined in Section 4.1 below, to develop in the geographic area described on the attached Exhibit A (the "Development Area") Meet Fresh® Stores according to the schedule stated on the attached Exhibit B (the "Development Schedule"). Such development rights shall be exercised in accordance with this Agreement, inclusive of the recitals and Exhibits A and B, which are incorporated by reference herein.

1.2 This Agreement is not a Franchise Agreement and does not grant Developer any right or license to operate a Meet Fresh® Store or any license to use the Marks.

### 2. Area Development

2.1 Developer agrees to construct, equip, open, and thereafter continue to maintain as open and operating, at sites accepted by Franchisor within the Development Area the cumulative number of Stores stated in Exhibit B to this Agreement within the time periods specified in Exhibit B (each, a "Development Period").

2.2 Developer must execute a Franchise Agreement and pay the required initial franchise fees for each Store to be franchised under the Development Schedule. Each Franchise Agreement shall be in the form then being offered to new Meet Fresh® franchisees and shall be timely executed by Developer such that Developer's obligations under each Development Period shall be timely met.

2.3 Developer and Franchisor acknowledge and agree that the development deadlines set forth in the Development Schedule are the essence of this Agreement. If the terms of any Franchise Agreement applicable to a Store to be developed pursuant to the Development Schedule allow for a greater period of time for the Store opening than is allowed under the Development Schedule, the Development Schedule shall control. No modification or amendment to the Development Schedule or any consent to or waiver of any deadline or other obligation under this Agreement will either (i) create any obligation to grant additional modifications, amendments, consents or waivers, or (ii) be effective unless made by mutual written agreement. Any modification or amendment to the Development Schedule or otherwise may be subject to conditions, including, but not limited to, a general release of claims from Developer, each Developer Affiliate and each person holding a direct or indirect legal or beneficial interest in Developer (each, a "Developer Owner") and related persons. For purposes of this Agreement an "Affiliate" is a form of legal entity which is controlled by, controls or is commonly controlled with another legal entity.

2.4 Developer shall be the exclusive owner of all right, title and interest in, and shall operate all of, the Meet Fresh® Stores to be developed under the Development Schedule, unless otherwise expressly permitted by Franchisor in writing and in its sole discretion. Franchisor is not obligated to grant any such permission and in no event shall Developer hold less than a controlling interest in any of the Meet Fresh® Stores to be developed under the Development Schedule. Only Meet Fresh® Stores newly established by Developer at authorized sites within the Development Area will count to satisfy the requirements of this Agreement and the Development Schedule. Any Meet Fresh® franchises acquired by transfer or for Stores to be located outside the Development Area will not satisfy such requirements.

2.5 Developer may not offer, sell, or negotiate the sale of individual Meet Fresh® Stores to any third party, either in Developer's own name or in Franchisor's name and on its behalf, or otherwise subfranchise, share, divide or partition this Agreement or the rights granted herein. Nothing in this Agreement will be construed as granting Developer the right to do so.

2.6 If Developer ceases to operate any Store during the Term of this Agreement, Developer shall develop a replacement Store within a reasonable time, which in no event shall exceed six (6) months. If Developer transfers Developer's interest in a Store developed pursuant to the Development Schedule, subject to and in compliance with the terms of the applicable Store Franchise Agreement, the transferred Store shall be counted in determining whether or not Developer has satisfied the Development Schedule, so long as such Store continues operating throughout the Term of this Agreement.

**3. Development Rights Reserved to Franchisor; Limitations on Developer Rights**

Except as provided in this Agreement and subject to Developer's full compliance with its terms and the terms of any other agreement between Developer or any of Developer's Affiliates and Franchisor or any of Franchisor's Associates, Franchisor shall not during the Term of this Agreement operate, or grant a franchise to any other person to operate, a Meet Fresh® Store within the Development Area. Except for a Meet Fresh® Store physically located and having a street address in the Development Area, Franchisor and its Associates expressly reserve all other rights. Such rights include, but are not limited to, the right to locate and operate Meet Fresh® Stores anywhere outside of the Development Area, regardless of their proximity to any Meet Fresh® Stores under this Agreement. Franchisor and its Associates further reserve the right to open and operate anywhere, and to authorize others to locate and operate anywhere, both inside and outside of the Development Area, any kind of business other than a Meet Fresh® Store and to use any channel of distribution, including the Internet, mobile services, grocery stores and temporary facilities, and to offer any type of product or service to customers located anywhere under any brand or trademark, including the Marks, whether or not competitive with a Meet Fresh® Store.

**4. Term and No Renewal**

4.1 Unless terminated earlier in accordance with the provisions of this Agreement, the term of this Agreement (the "Term") will begin on the Effective Date and will automatically expire upon the earlier of: (i) the latest Development Period deadline on Exhibit B; or (ii) the actual opening date for the last scheduled Store. The earlier of such two events shall be deemed to be the "Expiration Date" of this Agreement. Developer and Franchisor have no right to renew or right to an extension of the Term of this Agreement, or to another area development agreement for a successor term or to any other agreement of any kind. Each party enters into this Agreement in reliance upon the other party's unqualified acceptance of and agreement with this Section 4.1 and with the express understanding that this Agreement expires by its terms on the Expiration Date, if not sooner terminated according to its terms. After the termination or expiration of this Agreement, Franchisor may, directly or through any Franchisor Associate, franchisee, developer or other designee, construct, equip, open, and operate additional Stores in the Development Area without any liability to Developer under this Agreement.

4.2 Developer is not authorized under this Agreement to develop any more Stores than the cumulative number of Stores identified on Exhibit B to this Agreement. If Franchisor determines that further development of the Development Area is desirable, Franchisor may, but has no obligation to, notify Developer in writing and in its sole discretion of Franchisor's decision to develop additional Stores in the Development Area. Subject to the conditions described below, Developer can elect to undertake such additional development to the extent described in the notice from Franchisor. If Developer does not comply in all respects with the conditions to acceptance described in Section 4.3, below, then Franchisor may, directly or through any Franchisor Associate, franchisee, developer or other designee construct, equip, open, and operate additional Stores in the Development Area without liability to Developer under this Agreement.

4.3 To accept any additional development offer by Franchisor, Developer must meet each of the following conditions:

(a) Developer must have fully performed all of Developer's obligations under this Agreement and all other agreements between Franchisor and Developer (or Developer's Affiliates) and between Developer (or Developer's Affiliates) and any Franchisor Associate, including without limitation the payment of all monetary obligations;

(b) Developer must have demonstrated to Franchisor Developer's financial capacity to perform the additional development obligations contemplated by Franchisor. If Franchisor is then offering other area development agreements, Franchisor will apply the same criteria to Developer as it then applies to new prospective area developers;

(c) At the expiration of the Term of this Agreement, Developer will continue to operate in the Development Area not less than the aggregate number of Stores required under the Development Schedule stated in Exhibit B;

(d) Developer, Developer Owners, and all of Developer's guarantors, Affiliates and other related persons must have executed and delivered to Franchisor a general release of claims against Franchisor, Franchisor Associates and Owners and related persons in a form prescribed by Franchisor. Franchisor's current form of general release is attached to this Agreement as Exhibit C (the "General Release"), but Franchisor can change it from time to time; and

(e) Developer and Developer Owners, to the extent applicable, must have executed Franchisor's then-current form of area development agreement within forty five (45) days after Developer receives Franchisor's notice of an offer of additional development, as well as any related documents customarily used in the offer of an area development agreement, including without limitation, personal guarantees. The terms of such agreement may be materially different from this Agreement and will include a new Store development schedule. This provision will be modified to provide for a greater period of time if such extension is necessary to comply with any applicable franchise disclosure or other law.

**5. Payments**

5.1 Upon execution of this Agreement, Developer shall pay Franchisor by electronic funds transfer or as otherwise instructed by Franchisor, the sum of ______________________ Dollars ($_____________), which amount represents a fee of Twenty Thousand Dollars ($20,000) for each of the ____ Meet Fresh® Stores required to be opened during the Term pursuant to the Development Schedule (the "Area Development Fee"). The Area Development Fee is fully earned and payable when this Agreement is executed and is non-refundable under any circumstances, in consideration of administrative and other expenses incurred by Franchisor and for the development opportunities lost or deferred by Franchisor as a result of the rights granted to Developer under this Agreement.

5.2 Each time Developer signs a Franchise Agreement for a Store to be developed under this Agreement, Franchisor will reduce the Initial Franchise Fee otherwise payable under such Franchise Agreement by Twenty Thousand Dollars ($20,000), provided that Developer is in full compliance with this Agreement at the time such Franchise Agreement is executed.

**6. Site Acceptance and Signing of Franchise Agreement(s)**

6.1 Developer is solely responsible for locating, securing and developing the site for each Store in the Development Area according to any then applicable Meet Fresh® standards, guidelines and/or specifications and the terms of any applicable Franchise Agreement. Developer must obtain Franchisor's prior written approval of each proposed Store location.

6.2 Developer shall submit to Franchisor such information and leasing documents regarding a proposed site as Franchisor may require, in the form and manner requested by Franchisor and as provided in the applicable Franchise Agreement. Franchisor may seek any additional information that Franchisor considers necessary, but Franchisor's approval will not be unreasonably withheld. Franchisor may consider factors such as the proximity of the proposed site to other Meet Fresh® Stores, traffic patterns, market demographics, economic conditions, and similar business considerations, all of which are deemed by Franchisee to be reasonable terms upon which to base a decision. The terms of any proposed lease shall comply with the provisions of the Franchise Agreement applicable to such proposed site. A consent to any site shall not be construed as a representation or warranty as to the suitability or the success of the Store to be located there. Franchisor makes no such assurances of any kind.

6.3 Upon Franchisor's written consent to any approved site, and subject to the conditions to the offer of a franchise provided in Section 6.4 below, Developer shall:

(a) pay Franchisor the Initial Franchise Fee for each approved Store site;

(b) sign the then current form of Franchise Agreement along with any related documents then customarily used by Franchisor, including any appropriate receipts for disclosure documents. The terms of each such Franchise Agreement may differ materially from any previously reviewed or executed Franchise Agreement; and

(c) sign, along with Developer Owners, guarantors, Affiliates and other related persons and to the extent permitted under applicable franchise sales laws, a General Release of claims against Franchisor, Franchisor Associates and related persons in a from prescribed by Franchisor.

6.4 Regardless of any other provision of this Agreement, Developer understands that Franchisor shall have the right to deny Developer a Franchise and/or to refuse to permit Developer to locate or open a Store under this Agreement if any of the following conditions apply:

(a) Developer is not in full compliance with this Agreement, any Franchise Agreement, or any other agreement with Franchisor and/or any Franchisor Associate;

(b) Developer has not completed, signed and delivered all documents then required by Franchisor, as provided in Section 6.3, above;

(c) Developer has not demonstrated to Franchisor Developer's financial and other capacity to perform the obligations set forth in the proposed new Franchise Agreement. Developer shall provide Franchisor such financial records as Franchisor shall reasonably request, including without limitation current financial statements; or

(d) Developer has not continued to maintain as open and operating in the Development Area the cumulative number of Meet Fresh® Stores then required under the Development Schedule, each of which must be in good standing under the applicable Franchise Agreement.

**7. Transfer or Assignment**

7.1 This Agreement is assignable by Franchisor, in whole or in part, without Developer's consent and shall inure to the benefit of Franchisor's successors and assigns. Franchisor shall have no liability to Developer upon such an assignment. Developer acknowledges and agrees that Franchisor may be sold and/or sell any or all of Franchisor's Marks, trade secrets, or the System and/or other assets, and go public, merge, or acquire other entities, whether or not competitive to Developer or Franchisor, without Developer's consent and without liability to Developer.

7.2 Developer's rights and duties under this Agreement are personal to Developer. Franchisor has entered into this Agreement based upon the skills, resources, special qualities and characteristics of Developer and Developer Owners, as applicable. Accordingly, neither Developer nor any Developer Owner, nor any successor or assign of Developer or any Developer Owner, shall assign, transfer, convey, pledge, give away, or otherwise dispose of or encumber (collectively, a "Transfer") any direct or indirect legal or beneficial interest, in whole or in part, in this Agreement, in the business Developer is to operate under this Agreement, in Developer or in any of Developer's rights or obligations under this Agreement, whether voluntarily or by operation of law, without Franchisor's express written consent and subject to the Franchisor's rights as provided in Section 7.5. Franchisor has an unrestricted right to grant, condition or withhold any such consent. A Transfer is deemed to include any sale or assignment by a Developer Owner of any legal or beneficial right or interest in Developer, by operation of law or otherwise. A Transfer by Developer of its rights and obligations under this Agreement must be accompanied by a concurrent assignment to the same assignee of all of Developer's rights and interests in each Store and each related Franchise Agreement, subject to the terms of each such agreement. Franchisor may, in its sole discretion, require any or all of the following as conditions to its approval to any proposed Transfer:

(a) All payment obligations of Developer and its Affiliates to Franchisor or any Franchisor Associates shall have been satisfied in a timely manner;

(b) Developer, its Affiliates and any Developer Owner(s) shall not be in default under the Development Schedule or any other provision of this Agreement, any Franchise Agreement or any other agreement between Developer or any of its Affiliates and Franchisor or any Franchisor Associates; and shall have complied with all the terms and conditions of such agreements during the terms thereof;

(c) Developer, its Affiliates any Developer Owner(s) and guarantor(s) (if applicable) shall have executed a General Release, in a form satisfactory to Franchisor;

(d) The transferee shall enter into a written agreement, satisfactory to Franchisor, assuming unconditionally, and joint and several liability for, all of Developer's obligations, covenants and agreements under this Agreement from the date of the Transfer;

(e) The transferee(s), including Owners of the transferee(s), shall jointly and severally execute as Franchisor shall direct: (i) a written assignment from Developer in a form satisfactory to Franchisor, under which the transferee shall assume all of Developer's obligations under this Agreement, and (ii) such personal guarantees as Franchisor then requires, including from Owner spouses;

(f) The transferee shall demonstrate to Franchisor's satisfaction that the transferee meets the criteria considered by Franchisor when reviewing a prospective developer's application for development rights;

(g) Developer and each Developer Owner(s) shall remain liable for all obligations to Franchisor and each of its Franchisor Associates incurred prior to the effective date of the Transfer and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability; and

(h) Developer shall pay Franchisor a Transfer Fee in the amount of Three Thousand Dollars ($3,000), in addition to any fees payable under any applicable Franchise Agreement in connection with the Transfer of Developer's Store(s).

7.3 No security interest in the Agreement, any Meet Fresh® Store(s), any Store Franchise Agreement(s), the Developer, or any other of the Developer's business assets may be granted without Franchisor's prior written consent, which Franchisor has an unrestricted right to condition or withhold. If permitted, any security interest will be subordinated to the Franchisor's rights to payment under the applicable agreement.

7.4 Developer shall not offer, sell or negotiate the sale of Meet Fresh® franchises to any third party, and nothing in this Agreement shall be construed as giving Developer the right to do so. Developer shall not execute any Franchise Agreement or construct or equip any Store with the intention of transferring or assigning such Store or related Franchise Agreement.

7.5 Except for a transfer to a Business Entity wholly owned by Developer or among then-current owners, Franchisor shall have a right of first refusal to accept the terms of any proposed Transfer of any interest in this Agreement or in Developer or the Developer's business. To enable Franchisor to exercise its right of first refusal, Developer shall deliver to Franchisor a written notice stating all the terms of any proposed Transfer, shall provide any additional information Franchisor requests about the proposed transaction, including the purchase and sale agreement and related documents and terms, and shall comply with such notice requirements as are provided under applicable franchise law. If Franchisor exercises its right of first refusal, then in addition (a) Franchisor shall have the right to substitute cash for any form of payment proposed in the offer; (b) Franchisor's credit-worthiness shall not be deemed to be less than that of any proposed purchaser; (c) Franchisor shall have at least sixty (60) days after notifying Franchisee of its election to exercise its right of first refusal to prepare for closing; and (d) Franchisor shall be entitled to receive written representations and warranties from Developer that Developer owns clear title to all assets being sold, transferred or assigned; that all tangible assets being sold, transferred or assigned are in good working condition; that there are no breaches of any contracts affecting the assets related to the transaction; that there are no liabilities of Developer that have not been disclosed to Franchisor in writing; that Developer and each Owner and Affiliate will comply with indemnification and non-competition obligations substantially similar to those required in Sections 10 and 12 of this Agreement; that all sales, transfer and/or similar taxes are to be paid by the transferor; and that all applicable licenses and permits will be transferred to Franchisor at closing, to the extent permitted under applicable law. Developer shall take all action necessary to cause any pertinent agreements designated by Franchisor to be assigned to Franchisor. Within thirty (30) days after Franchisor receives the notice described in this Section, above, and all requested information, Franchisor shall, in writing, consent or withhold consent to the proposed Transfer, or in accordance with this Section accept for itself or its nominee the Transfer on the terms specified in the notice and subject to the provisions stated herein. Franchisor's failure to notify Developer of its decision shall be deemed a withholding of consent. If Franchisor elects not to exercise its right of first refusal and consents to the proposed Transfer, then Developer shall be authorized to complete the proposed transaction with the proposed transferee on the terms in the original notice to Franchisor and subject to satisfaction of the conditions contained in 7.2. Any material change to any such Transfer terms shall constitute a new proposal, which shall again require compliance with the procedures provided in this Section.

7.6 This Agreement shall not be deemed to diminish in any way any rights in connection with a proposed transfer, rights of first refusal and/or rights of repurchase held by Franchisor under any Franchise Agreement with Developer or a Developer Affiliate, whether effective now or in the future.

**8. Relationship of the Parties**

The parties desire, acknowledge and agree that they are and shall be independent contractors. Nothing in this Agreement shall be construed to create an employer-employee, co-employer relationship, partnership, joint venture, agency or any fiduciary or special relationship. Developer shall have no power to, and shall not purport to, obligate Franchisor for any expense, liability or other obligation. Developer shall be responsible for all acts and omissions of Developer's employees, independent contractors, and representatives, regardless of whether or not Developer had actual knowledge of such act or omission. Developer is and shall remain at all times completely independent and in business for itself, and shall have no right or interest in any of Franchisor's property or business. Developer is not, and shall not hold itself out as, an agent, representative, employee, officer, director, partner, owner or associate of Franchisor. Developer is solely responsible for hiring, firing, discipline and supervision of employees, the terms and conditions of their employment and all other matters related to their employment. Franchisor has no management or other control over or involvement in any such employment matters. Subject to Developer's obligations to comply with this Agreement, Developer is free to conduct its business as it deems best, independent of the supervision, management and control of Franchisor. Developer agrees to abide by all federal, state and local laws and ordinances of all government agencies or political subdivisions having jurisdiction over any Store premises or Developer's business activities. Developer will hold itself out as an independent business in all dealings and communications with the public.

**9. Confidential Information; Non-Disclosure and Non-Use**

9.1 Confidential Information includes in any form, current and future:

(a) the Manual, techniques, processes, instructional materials and curricula, policies, procedures, systems, data, and know how regarding the establishment, operation, marketing and franchising of Meet Fresh® Stores;

(b) Meet Fresh® layouts and designs, specifications for any Meet Fresh® customized products and services, and supplier lists and related agreements, pricing and terms; and

(c) Trade Secrets and other non-public information regarding the System or Meet Fresh® Stores, including potential location plans, System statistics, profits, financial data, marketing plans, business strategies, proprietary recipes, formulas and mixtures, Store performance information, customer lists and related data for all Meet Fresh® Stores, and other operating data/information, all of which is owned by and proprietary to Franchisor or a Franchisor Associate, as applicable.

9.2 "Confidential Information" is not intended to include any information that:

(a) is or subsequently becomes publicly available other than by breach of any legal obligation,

(b) was known by Developer or any Developer Owner prior to Developer becoming a Meet Fresh® area developer or franchisee,

(c) became known to Developer or any Developer Owner other than through a breach by Developer or any Developer Owner of a legal obligation, or

(d) is independently developed by Developer.

For avoidance of doubt and notwithstanding any other term of this Agreement, Developer acknowledges that Developer's customer lists and related data developed in connection with the operation of the Store(s) and the area development business contemplated by this Agreement are owned by Franchisor. Developer's only interest in any of Franchisor's, Licensor's or any Franchisor Associate's Confidential Information or in any Trade Secret, as defined in Section 9.3 below, is the right to use it pursuant to this Agreement.

9.3. "Trade Secret" is information that is proprietary to Franchisor, and/or its Licensor/Associate(s), including a formula, all Meet Fresh® Store customer lists and related data, procedure, pattern, compilation, program, device, discovery, invention, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and/or is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

9.4 Both during and after the Term of this Agreement, Developer agrees: (a) to use the Confidential Information and any Trade Secret only for the operation of Developer's area development business as authorized under this Agreement; (b) to maintain the confidentiality of the Confidential Information and Trade Secret; (c) not to make or distribute, or permit to be made or distributed, any unauthorized copies of any portion of the Confidential Information and/or any Trade Secret; (d) not to alter, appropriate, use and/or distribute any Confidential Information or any Trade Secret other than for purposes of fulfilling its obligations under this Agreement; and (e) to implement all procedures Franchisor reasonably prescribes for prevention of unauthorized use or disclosure of the Confidential Information and any Trade Secret.

9.5 If any court of competent jurisdiction deems the duration of the non-disclosure requirements of Sections 9.1 through 9.4. overbroad, Developer will comply with such Sections with respect to any such Confidential Information during and for a period of five (5) years following the Term of this Agreement and, with respect to any Trade Secret, for so long as the Trade Secret character is retained.

**10. Non Competition**

10.1 During the Term of this Agreement, Developer, each Developer Affiliate, each Developer Owner and each Family Member of each of the foregoing, to the extent applicable, shall not:

(a) have any direct or indirect interest anywhere in any Similar Business, or in any entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses; or

(b) provide any financial support or perform any services anywhere as an employee, agent, representative, consultant or in any capacity of any kind for any Similar Business, or for any entity granting franchises or licenses or establishing joint ventures to operate Similar Businesses.

For purposes of this Agreement, (i) a "Similar Business" is any business or enterprise that markets or sells Taiwanese desserts and beverages such as taro balls, herbal jelly, shaved ice, tofu pudding, tea-based beverages and other distinctive Meet Fresh® menu items and such goods comprise more than twenty percent (20%) of sales for such business/enterprise; and (ii) "Family Members" include an individual and his/her spouse and/or domestic partner, and their respective mother, father, brother, sister, son, and daughter. These restrictions do not apply to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than three percent (3%) of the outstanding number of shares of that class issued by a Similar Business.

10.2 If at the termination, Transfer or expiration of this Agreement Developer and/or a Developer Affiliate is operating one or more Stores under a Franchise Agreement, then the terms of the most recently granted of any such Franchise Agreements shall control Developer's, Developer Affiliate's and Developer Owner(s)', as applicable, restrictions on competition, as well as those of each of their Family Members, to the extent applicable. Otherwise, at the termination, expiration or Transfer of this Agreement and for a period of two (2) years thereafter, Developer, each Developer Affiliate, each Developer Owner, and each Family Member of each of the foregoing, to the extent applicable, shall not:

(a) have any direct or indirect interest in any Similar Business within the Development Area or within a radius of ten (10) miles of any Meet Fresh® Store; or

(b) provide any financial support or perform any services as an employee, agent, representative, consultant or in any capacity of any kind for any Similar Business in the Development Area or within a radius of ten (10) miles of any Meet Fresh® Store; or

(c) have any direct or indirect interest anywhere in, or provide any financial support to, any entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses, or perform any services anywhere as an employee, agent, representative, consultant or in any capacity of any kind for any such entity.

10.3 Each Developer Owner (if Developer is a Business Entity) shall execute a covenant in a form satisfactory to Franchisor imposing requirements the same as or equivalent to those provided in this Section 10 to the extent permitted by law. A proposed form for signature by Developer's Owner(s) is attached as Exhibit E (for non-California Developers) or Exhibit F (for California Developers).

**11. Defaults and Termination**

11.1 This Agreement may be terminated by Franchisor upon Developer's receipt of written notice and without opportunity to cure, except as may be required by law, if:

(a) Developer attempts a sale, assignment, or other Transfer in whole or in part of any interest in the Developer or the area development business or its assets, or any Store, or any or all rights and obligations under this Agreement, without complying with the applicable Transfer provisions of Section 7 of this Agreement and any applicable Franchise Agreement;

(b) Developer fails to meet on a timely basis any of the provisions of the Development Schedule, including without limitation, any Store opening deadline or fee payment;

(c) Developer commits to a lease without Franchisor's authorization or begins the development and/or operation of a Store, without having complied with the terms of this Agreement;

(d) Developer or any of Developer Owners is judged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay debts as they become due, or a petition under any bankruptcy law is filed against Developer or any Developer Owners or a receiver or other custodian is appointed for a substantial part of Developer's assets;

(e) Developer or any Developer Owner is convicted of, or pleads no contest to, a felony or to any crime or offense that may adversely affect the goodwill associated with the Marks;

(f) Developer fails to pay Franchisor or any Franchisor Associate or trade creditor any amount then due within ten (10) days of written demand for payment; or

(g) Developer commits any other breach of this Agreement and fails to cure the same within thirty (30) days of written notice of such default.

11.2 Any default by Developer under this Agreement may be regarded by Franchisor as a default under any Franchise Agreement or other agreement with Franchisor or a Franchisor Associate. Any default by Developer or a Developer Affiliate, as applicable, under any Franchise or other agreement with Franchisor or with any Franchisor Associate may be considered by Franchisor to be a default under this Agreement. In all instances Franchisor and any applicable Franchisor Associate shall be entitled to all rights and remedies available to Franchisor or such Franchisor Associate under the respective agreements, at law and in equity. If Developer defaults under any Franchise or other agreement, Franchisor may require Developer to stop all development activities/Store openings under this Agreement unless and until Franchisor gives Developer written authorization to resume such activities.

11.3 Developer shall have no rights under this Agreement upon its termination or expiration, including without limitation, any right to the award of any further Franchises or any refunds of any amounts paid. Franchisor shall be free to develop the Development Area in any manner Franchisor chooses, including establishing Stores owned by Franchisor or any Franchisor Associate or franchised Stores in the Development Area, subject only to the terms of any applicable Store Franchise Agreements.

11.4 Notwithstanding the provisions of Section 11.1(b), above, if the opening of a Store required under the Development Schedule is physically prevented by circumstances beyond human control, such as fire, flood, earthquake, riot, war, or similar circumstance, or Franchisor is unable to promptly deliver to Developer any required disclosure document, then Developer will be allowed such additional time as is reasonably necessary to open such Store, but not longer than six (6) months. Such an extension shall be available exclusively to the Store subject to the interrupted development and shall not apply to any subsequent Store development deadlines or requirement dates.

## 12. Indemnity

Developer shall notify Franchisor in writing of any and all claims or demands against Developer, the Developer's business or Franchisor within three (3) days after Developer receives actual notice of the claim or demand. Developer will defend with counsel of Franchisor's choosing, indemnify and hold Franchisor, Licensor and each of their respective Affiliates, agents, officers, managers, partners, members, shareholders, directors, employees and representatives (the "Indemnified Parties") harmless from all fines, suits, proceedings, claims, demands, actions, losses, damages, costs, fees (including attorneys' fees and related legal costs and expenses), governmental/administrative actions or proceedings and any other liability of any kind or nature, however arising, growing out of or otherwise connected with and/or related to any Developer breach of this Agreement, the ownership or operation of Developer's business, or any act, error and/or omission by Developer and/or any Developer Affiliates, and/or any of their respective agents, officers, members, shareholders, directors, managers, partners, employees or representatives, including, without limitation, claims involving or relating to the use, condition or construction, equipment, decoration, maintenance or operation of, any Developer or Developer Affiliate's Store and/or the Developer's business contemplated under this Agreement, including the sale or distribution of any product or service from any Store. Franchisor will have the right to control all litigation to which it is a party and to defend and/or settle any claim in such manner as Franchisor considers appropriate, without affecting Franchisor's or the Indemnified Parties' rights under this indemnity. Developer acknowledges that this obligation to indemnify and reimburse Indemnified Parties for costs and expenses, as described above, applies to any action or proceeding or legal matter of any kind in which one or more Indemnified Parties is/are named or involved and which also involves this Agreement and/or Developer's business, including any administrative actions or investigations and appellate, post judgment or bankruptcy proceedings. Developer further acknowledges that this obligation to indemnify and reimburse Indemnified Parties for costs and expenses, as described above, expressly applies to claims from persons employed by or providing services to Developer involving allegations of a violation the Fair Labor Standards Act, the Occupational Safety and Health Act, any state workers' compensation act, any state unemployment compensation benefit law or regulation, or any other federal, state or local employment or employee benefit law or regulation. All amounts payable by Developer under this Section are due upon demand. Developer is entitled to appoint separate independent counsel to represent Developer's interests in such suits, proceedings, or claims, all at Developer's expense. Developer's obligations under this Section survive the assignment, termination or expiration of this Agreement, except that Developer shall not be responsible to indemnify any Indemnified Parties for costs, expenses or other liabilities incurred by any such Indemnified Parties solely as a result of such Indemnified Parties' intentional misconduct or material breach of this Agreement.

## 13. Law and Venue

13.1 Except to the extent of the applicability of the Federal Arbitration Act and related federal preemption requirements, this Agreement and all other matters concerning Franchisor and Developer and/or their respective rights and obligations will be governed by, and construed and enforced in accordance with, the laws of the state of California, without giving effect to any conflict of laws; provided, (a) the provisions of the California Franchise Relations Act and the California Franchise Investment Law and any other California statute, regulation or law regarding franchise offers and sales, business opportunities, and/or franchise relationships shall not apply unless jurisdictional, definitional and other requirements thereof are met independently of this Section; and (b) the provisions of Sections 9 and 10 shall be construed and enforced in accordance with the laws of the state where the claimed breach of such Section(s) occurs.

13.2 Subject to the terms of Section 14 and except to the extent prohibited by law or as otherwise provided in any state addenda applicable to Developer's state of residence or in which the Development Area is located, the parties agree that the venue for any litigation arising under this Agreement will be an appropriate state or federal court with jurisdiction in Los Angeles County, California. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision.

**14. Dispute Resolution**

14.1 Except as precluded by law, any dispute, controversy, action or proceeding of any type, including any claim for equitable relief and/or for which Developer is acting as a "private attorney general," suing pursuant to a statutory claim or otherwise (individually and collectively, a "Claim") between Franchisor, its Licensor and/or other Franchisor Associates, on the one hand, and Developer and/or its Affiliates, Developer Owners, and/or any of their respective guarantors, directors, shareholders, partners, managers, officers, members, agents, and/or employees, on the other hand, shall be resolved as provided in this Section 14. Except for a Claim specified in Section 14.4(b) below, Franchisor and Developer agree to mediate any Claim before resorting to arbitration or litigation. Such mediation shall be conducted for a maximum of six (6) hours (unless the parties mutually agree otherwise) before a retired judge with Judicial Arbitration and Mediation Services, Inc. ("JAMS"), who shall be jointly selected by the applicable parties. Mediation fees, if any, shall be divided equally between or among the parties involved. If such parties are unable to resolve such Claim(s) through mediation and except as provided in Section 14.4, below, such Claim(s) shall be resolved by binding arbitration as provided in this Section. Arbitration shall be administered by JAMS, or its successor, in accordance with JAMS' then prevailing Comprehensive Arbitration Rules and Procedures and conducted by one arbitrator, who must be a lawyer substantially experienced in franchising. In the event of a conflict between the terms of this Agreement and the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS, the terms of this Agreement shall govern. Any award must be in writing and judgment upon any award rendered may be entered in any court having jurisdiction thereof. Upon request by either party, the arbitrator shall provide a reasoned opinion with findings of fact and conclusions of law and the party so requesting shall pay the arbitrator's fees and costs connected therewith. The parties shall hold arbitration proceedings, awards, and related discussions confidential, except for such disclosure as may be required by law. Claims which would constitute a compulsory counter-claim, if brought in court under the state law provided in Section 13.1, must be filed in an arbitration proceeding brought under this Agreement or be barred. The substantive law applied in such arbitration shall be as provided in Section 13.1. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. The arbitral decision shall be binding and conclusive on the parties.

14.2 The arbitrator shall decide any questions relating in any way to the parties' agreement to arbitrate, including, but not limited to, arbitrability, applicability, subject matter, timeliness, scope, remedies, and any alleged fraud in the inducement, or purportedly void or voidable provisions of the Agreement. The arbitrator can issue summary orders disposing of all or part of a Claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, and other relief by any court having jurisdiction. The subpoena powers of the arbitrator with respect to witnesses to appear at the arbitration proceeding shall not be subject to any geographical limitation. No award in arbitration will have any effect of preclusion or collateral estoppel in any other adjudication or arbitration. Arbitrators in any proceeding under this Section 14 will apply all applicable law, and a failure to apply the applicable law in accord with Section 14 will be deemed an act in excess of authority and reviewable by the courts, and the parties expressly agree that any arbitration award can be reviewed and overturned by a court for legal error.

14.3 Any arbitration or mediation will be conducted exclusively at a neutral location in Los Angeles County, California. Developer and Franchisor agree that the provisions of this Section will control, notwithstanding any language included in Franchisor's franchise disclosure documents due to state requirements suggesting that the provisions of any section might be unenforceable due to a failure to have a meeting of the minds or otherwise. Neither Developer nor Franchisor has any expectation that the provisions of this (or any other) Section will be unenforceable or that they will not be enforced. Developer understands and agrees that one effect of this paragraph may be that arbitration and other related costs may be greater, and it may be more difficult for Developer to proceed, than if those proceedings took place in a location near Developer's residence or business. If this provision is unenforceable for any reason, arbitration will be conducted at a neutral location in the Development Area.

14.4 Notwithstanding any other provisions of this Agreement or otherwise, (a) either party shall be entitled to seek preliminary or interim injunctive or provisional relief by a court or by arbitration (including, but not limited to, a temporary restraining order and preliminary injunction and injunctive relief concerning rights to real property and possible eviction, all without bond) without showing or proving any actual damage, until such time as a final and binding determination is made by the arbitrator, and (b) any party to this Agreement is entitled to pursue an action for collection of moneys owed in either a court or arbitration proceeding when the right to payment has not been in dispute prior to the filing of such an action. The foregoing remedies shall be in addition to, and not in lieu of, all other remedies or rights which the parties might otherwise have by virtue of any breach of this Agreement by the other party.

14.5 Developer and Franchisor expressly agree that, notwithstanding any contrary provisions of state or other law, and/or any statements in any disclosure document required by a state or other government as a condition to franchise registration or for some other purpose:

(a) all issues relating to arbitration and/or the enforcement of arbitration-related provisions will be decided by the arbitrator and governed only by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the federal common law of arbitration and exclusive of state statutes and/or common law;

(b) all provisions of this Agreement shall be fully enforced, including but not limited to those provisions relating to arbitration, venue, and choice of law; and

(c) Developer and Franchisor intend to rely upon federal preemption under the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and, as a result, the provisions of this Agreement will be enforced only according to their terms.

14.6. The terms of Section 14 shall survive termination, expiration or cancellation of this Agreement. If any portion of Section 14 is deemed to be unenforceable for any reason, it shall be modified or restricted, or severed, so as to comply with applicable law and shall be otherwise enforced according to its terms.

14.7. Each party shall bear its own costs and expenses incurred in connection with any Claim, including, but not limited to, attorneys' fees.

14.8. UNWAIVABLE RIGHTS TO PUNITIVE, EXEMPLARY, MULTIPLE OR SIMILAR DAMAGES DEVELOPER OR FRANCHISOR MAY HAVE UNDER ANY STATUTE OR REGULATION SHALL BE FULLY EFFECTIVE. OTHERWISE AND TO THE EXTENT PERMITTED BY LAW, ANY RECOVERY ON ANY CLAIM UNDER THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES SUSTAINED BY THE INJURED PARTY, WITH DEVELOPER AND FRANCHISOR WAIVING CLAIMS FOR PUNITIVE, EXEMPLARY, MULTIPLE OR SIMILAR DAMAGES. ANY ARBITRATION BETWEEN

FRANCHISOR AND DEVELOPER SHALL BE BROUGHT AS AN INDIVIDUAL CLAIM AND SHALL NOT BE ARBITRATED ON A CLASS-WIDE OR CLASS ACTION BASIS TO THE FULLEST EXTENT PERMITTED BY LAW.

**15. Business Entity Area Developer**

15.1 If Developer is a business entity, stated below are the names and addresses of each of Developer's shareholders, members or partners, as applicable:

| NAME | OWNERSHIP PERCENTAGE | ADDRESS |
|---|---|---|
| ____________________ | __________ | __________________________ |
| ____________________ | __________ | __________________________ |
| ____________________ | __________ | __________________________ |

15.2 If Developer is a business entity, stated below are the names, titles and addresses of each of Developer's director(s), manager(s) or general partner(s), as applicable:

| NAME | TITLE | ADDRESS |
|---|---|---|
| ______________________ | ________________________ | ________________________ |
| ______________________ | ________________________ | ________________________ |
| ______________________ | ________________________ | ________________________ |
| ______________________ | ________________________ | ________________________ |
| ______________________ | ________________________ | ________________________ |
| ______________________ | ________________________ | ________________________ |

15.3 The address where Developer's financial records, and corporate or partnership records, as applicable, are maintained is: ____________________________________________.

15.4 Stated below are the names and addresses and titles of Developer's principal officers, managers or partners who shall devote their full time efforts to Developer’s business:

| NAME | TITLE | ADDRESS |
|---|---|---|
| ______________________ | ________________________ | ________________________ |
| ______________________ | ________________________ | ________________________ |
| ______________________ | ________________________ | ________________________ |

Notice or information provided to any of the foregoing, shall be deemed to be provided or delivered to all of the foregoing, as well as all to other Owners of the Developer Business and of Developer.

15.5 Developer must notify Franchisor in writing within ten (10) days of any change in the information stated in this Section 15 and must in any event comply with the provisions regarding Transfers as provided in Section 7 above. Developer must promptly provide any additional information that Franchisor may from time to time request concerning all persons who have any direct or indirect financial, legal or beneficial interest in Developer.

**16. Miscellaneous Provisions**

16.1 Section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any section of this Agreement. Each word in this Agreement may be considered to include any number or gender that the context requires. As used in this Agreement, the words “include,” “includes” or “including” are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, acceptance, approval or authorization by Franchisor which Developer may be required to obtain hereunder may be given or withheld by Franchisor in Franchisor’s sole discretion, and on any occasion where Franchisor is required or permitted hereunder to make any judgment or determination or to use its discretion, including any decision as to whether any condition or circumstance meets Franchisor’s standards or satisfaction, Franchisor has an unrestricted right to do so. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. Franchisor and Developer intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

16.2 Notices required or permitted under this Agreement shall be sent to the applicable parties at the addresses identified on the signature page of this Agreement unless a different address has been designated by written notice to the other party. Notices shall be in writing and shall be personally delivered, delivered by commercial delivery service, delivered by certified or registered U.S. mail, return receipt requested, or sent by facsimile or electronic mail transmission, and shall be addressed as provided on the signature page. and deemed received at the earlier of (a) the time of actual receipt; or (b) immediately on transmission by facsimile or email transmission; or (c) one (1) business day after being placed in the hands of a commercial delivery service for overnight delivery; or (d) three (3) business days after placement in the United States Mail by registered or certified mail, return receipt requested, postage prepaid.

16.3 This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

16.4 Waiver of any breach or of any right or obligation under this Agreement or otherwise will not be interpreted as a waiver of any subsequent breach or a failure to exercise or enforce any right or obligation under this Agreement or otherwise.

16.5 This Agreement, each Exhibit, any addendum and all ancillary agreements signed concurrently with this Agreement contain the parties' entire agreement on the subject matter hereof and supersede any and all prior and concurrent negotiations, understandings, representations, disclosures and agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by Franchisor in any Disclosure Document that was furnished to Developer by Franchisor.

16.6 If Developer is at any time a Business Entity, Developer agrees that:

(a) Developer shall at all times be lawfully organized and formed and in good standing under the laws of Developer’s state of incorporation or formation and have the authority to undertake and perform Developer’s obligations under this Agreement and all related agreements;

(b) Developer’s organizational and governing documents will acknowledge the restrictions on transfer contained in this Agreement and ownership documents and certificates will include a comparable legend;

(c) Developer will be for formed for the sole purpose of operating the Franchised Business and will not conduct any other business;

(d) any permitted changes in the ownership described in Section 15 shall be included in an amendment to be executed by the parties; and

(e) Franchisor can require that some or all of Developer's Owners (and each of their respective spouses or domestic partners, to the extent required by Franchisor) execute Franchisor's then current form of Guarantee, a current copy of which is attached as Exhibit D to this Agreement, but which is subject to change by Franchisor.

16.7 This Agreement will not be binding on Franchisor unless and until it has been signed by one of Franchisor's authorized officers.

16.8 The covenants and other terms contained in this Agreement which, by their nature or terms, require performance by the parties after the transfer, expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement for any reason whatsoever.

16.9 This Agreement shall be binding upon and inure to the benefit of each party's' successors and assigns, their respective, heirs, executors, administrators, and their successors and assigns, subject to the prohibitions and restrictions against Transfer contained in this Agreement.

16.10 If Developer consists of more than one person or business entity, or a combination thereof, the obligations and liabilities of each such person or business entity to Franchisor are joint and several.

16.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

16.12 This Agreement shall become effective only upon the execution thereof by Developer and Franchisor. Developer acknowledges that Developer has carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with this Agreement, that it has obtained the advice of counsel in connection with entering into this Agreement, that it understands the nature of this Agreement, and that it intends to comply with and be bound by this Agreement.

16.13 Developer represents and acknowledges that (a) Developer has received, read and understands this Agreement and Franchisor's Franchise Disclosure Document, and (b) that Franchisor has given Developer ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Developer represents and acknowledges that Developer received, the Franchisor's Franchise Disclosure Document, as required by law and as modified by any applicable state addenda, at least fourteen (14) calendar-days before the date on which Developer signed this or any other binding agreement with Franchisor or paid Franchisor any fees or other consideration. Developer further acknowledges that the estimated initial investment set forth in Item 7 of the Franchise Disclosure Document (FDD) is likely to increase over time, and that future Stores will likely involve a greater initial investment and capital requirements than those stated in the Franchise Disclosure Document (FDD) provided to Developer prior to execution of this Agreement. Developer represents that Developer has been urged to consult with Developer's own advisors with respect to the legal, financial and other aspects of this Agreement, the Developer's business and the prospects for that business, as contemplated by this Agreement. Developer represents that Developer has either consulted with such advisors or has purposely declined to do so.

16.14. NO REPRESENTATIONS OR PROMISES OF ANY KIND HAVE BEEN MADE BY FRANCHISOR TO INDUCE DEVELOPER TO SIGN THIS AGREEMENT EXCEPT THOSE SPECIFICALLY STATED IN ANY FRANCHISE DISCLOSURE DOCUMENTS THAT HAVE BEEN DELIVERED TO DEVELOPER. DEVELOPER ACKNOWLEDGES THAT NEITHER FRANCHISOR NOR

ANY OTHER PERSON HAS GUARANTEED THAT DEVELOPER WILL SUCCEED IN THE DEVELOPMENT OR OPERATION OF THE FRANCHISED STORES OR HAS PROVIDED ANY SALES OR INCOME PROJECTIONS OF ANY KIND TO DEVELOPER. DEVELOPER HAS MADE AN INDEPENDENT INVESTIGATION OF ALL ASPECTS OF THE DEVELOPMENT AREA AND MEET FRES® STORES. DEVELOPER UNDERSTANDS THAT FRANCHISOR IS NOT A FIDUCIARY TO DEVELOPER AND HAS NO SPECIAL RESPONSIBILITIES BEYOND THE NORMAL RESPONSIBILITIES OF A SELLER IN A BUSINESS TRANSACTION.

16.15 Developer acknowledges that time is of the essence in this Agreement.

IN ACCEPTANCE OF THE PROVISIONS OF THIS AGREEMENT, the undersigned execute this document as of the date first written above.

FRANCHISOR:

Meet Fresh Franchising LLC

By: ___________________________
Name:
Title:

Address: ___________________________
___________________________
___________________________

Fax or Email: ________________________

*Sign here if "Developer" is a natural person*

DEVELOPER (Individual[s])

| | |
|---|---|
| ________________________________ | ________________________________ |
| Signature | Signature |
| ________________________________ | ________________________________ |
| Printed Name | Printed Name |
| Address: ___________________________ | Address: ___________________________ |
| ___________________________ | ___________________________ |
| ___________________________ | ___________________________ |

Fax or Email: ________________________

*Sign here if "Developer" is a type of business entity*

DEVELOPER (Corp., LLC or Partnership)

___________________________________
Legal Name of Developer Entity

By: _________________________________
Print Name

_________________________________
Signature

____________________________
Title

Address: _________________________
_________________________
_________________________

Fax or Email: _______________________

**Exhibit A**
**DEVELOPMENT AREA**

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
__________________________________________________________________________

"**Development Area**" means the geographic area described above and as provided on the Development Area map, which is incorporated in this Agreement.

ATTACH OR INSERT DEVELOPMENT AREA MAP HERE

Any change in the name or boundary lines, and any increase or decrease in size, and/or population of the cities, counties or political subdivisions, if any, included within the Development Area shall not affect the Development Area as it is described above. Developer's Development Area will be deemed to have the same name and geographic boundaries as those designated above on the Effective Date of this Agreement.

**Exhibit B**
**DEVELOPMENT SCHEDULE**

SCHEDULE SHOWING CUMULATIVE NUMBER OF STORES
REQUIRED TO BE OPEN AND OPERATING
UNDER FULLY EXECUTED FRANCHISE AGREEMENTS BY AND AT EACH DEVELOPMENT PERIOD DEADLINE DATE

| **Cumulative No. of Stores** | | | **Deadline Dates Month/Day/Year** |
|---|---|---|---|
| Year 1 | Required # of Stores | _______ | ______________ |
| Year 2 | Required # of Stores | _______ | ______________ |
| Year 3 | Required # of Stores | _______ | ______________ |
| Year 4 | Required # of Stores | _______ | ______________ |
| Year 5 | Required # of Stores | _______ | ______________ |

**If the terms of any Franchise Agreement applicable to a Store to be developed pursuant to the Development Schedule allow for a greater period of time for the Store opening than is allowed under the Development Schedule, the Development Schedule shall control.**

Developer's Initials ________

**Exhibit C**
**GENERAL RELEASING LANGUAGE**
Current Form of Releasing Language (subject to change by Franchisor)
(This is a Form - NOT for Signature)

Release - General Provisions. The Developer, together with any Developer Owner(s) (if the Developer is or becomes a business entity), on their own behalf and on behalf of each of their respective Affiliates, shareholders, members, managers, partners, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Developer Parties"), hereby release and forever discharge each and all of the Franchisor-Related Persons/Entities (as defined below) of and from any and all causes of action, in law or in equity, suits, debts, liens, defaults under contracts, leases, agreements or promises, liabilities, claims, demands, damages, losses, costs or expenses, of any nature whatsoever, howsoever arising, **known or unknown**, fixed or contingent, past or present, that the Developer Parties (or any of them) now has or may hereafter have against any or all of the Franchisor-Related Persons/Entities by reason of any matter, cause or thing whatsoever from the beginning of time to the date hereof (the "Claims"), it being the mutual intention of the parties that this release be unqualifiedly general in scope and effect and that any Claims against any of the Franchisor-Related Persons/Entities are hereby forever canceled and forgiven; provided that this Release shall not apply to any Claims arising from representations in any Franchise Disclosure Document received by Developer Parties, or any of them, in connection with the acquisition of a Meet Fresh® Franchise, or any Claims for violations of federal and/or state franchise registration and disclosure laws or state franchise relationship laws, to the extent such a release is precluded by applicable law (individually and collectively, "Excluded Matters").

THE DEVELOPER PARTIES ACKNOWLEDGE THAT THEY ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTY."

THE DEVELOPER PARTIES, BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVE ALL OF THEIR RIGHTS THEREUNDER AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT OF ANY APPLICABLE JURISDICTION, INCLUDING, WITHOUT LIMITATION, CALIFORNIA AND/OR JURISDICTIONS OF DEVELOPER PARTIES' RESIDENCE AND THE LOCATION OF FRANCHISED UNIT; EXCEPTING ONLY THOSE CLAIMS SOLELY RELATED TO EXCLUDED MATTERS.

The Developer Parties expressly assume the risk of any mistake of fact or fact of which they may be unaware or that the true facts may be other than any facts now known or believed to exist by Developer Parties, and it is the Developer Parties intention to forever settle, adjust and compromise any and all present and/or future disputes with respect to all matters from the beginning of time to the date of this document finally and forever and without regard to who may or may not have been correct in their understanding of the facts, law or otherwise. All releases given by the Developer Parties are intended to constitute a full, complete, unconditional and immediate substitution for any and all rights, claims, demands and causes of action whatsoever which exist, or might have existed, on the date of this document. The Developer Parties represent and warrant that they have made such independent investigation of the facts, law and otherwise pertaining to all matters discussed, referred to or released in or by this document as the Developer Parties, in the Developer Parties' independent judgment, believe necessary or appropriate. The Developer Parties have not relied on any statement, promise, representation or otherwise, whether of fact, law or otherwise, or lack of disclosure of any fact, law or otherwise, by the Franchisor-Related Persons/Entities or anyone else, not expressly set forth herein, in executing this document and/or the related releases.

Developer Initials: _______N/A__________

Developer Owner(s) Initials: _______N/A__________

No Assignment or Transfer of Interest. The Developer Parties represent and warrant that there has been, and there will be, no assignment or other transfer of any interest in any Claims that the Developer Parties may have against any or all of the Franchisor-Related Persons/Entities, all Claims having been fully and finally extinguished, and the Developer Parties agree to forever indemnify and hold the Franchisor-Related Persons/Entities harmless from any liability, claims, demands, damages, losses, costs, expenses or attorneys' fees incurred by any of the Franchisor-Related Persons/Entities as a result of any person asserting any interest in any of the Claims and/or any voluntary, involuntary or other assignment or transfer, or any rights or claims under any assignment, transfer or otherwise. It is the intention of the parties that this indemnity does not require payment by any of the Franchisor-Related Persons/Entities as a condition precedent to recovery against the Developer Parties under this indemnity.

Developer Initials: _______N/A__________

Developer Owner(s) Initials: _______N/A__________

Attorneys' Fees. If the Developer Parties, or anyone acting for, or on behalf of, the Developer Parties or claiming to have received, by assignment or otherwise, any interest in any of the Claims, commence, join in, or in any manner seek relief through any suit (or otherwise) arising out of, based upon or relating to any of the Claims released hereunder or in any manner asserts against all or any of the Franchisor-Related Persons/Entities any of the Claims released hereunder, the Developer Parties agree to pay all attorneys' fees and other costs incurred by any of the Franchisor-Related Persons/Entities in defending or otherwise responding to said suit or assertion directly to the Franchisor-Related Persons/Entities incurring such costs.

"Franchisor-Related Persons/Entities." Meet Fresh Franchising LLC, Easy Way Station Co. Ltd., Easy Life Station, Co., Ltd., Easy Way USA, Inc., Easy Way Formula, LLC and each of their respective, affiliates, predecessors, successors and assigns, and the shareholders, officers, directors, members, partners, agents, employees, attorneys, heirs, executors and representatives of each of the foregoing, whether past, current or future.

Developer Initials: _______N/A__________

Developer Owner(s) Initials: _______N/A__________

Date of Releases, Joint and Several Liability. The releases granted hereunder will be deemed effective as of the date hereof. The liabilities and obligations of each of the Developer Parties (and any other person/entity providing releases to the Franchisor-Related Persons/Entities) will be joint and several.

Developer Initials: _______N/A__________

Developer Owner(s) Initials: _______N/A__________

**Exhibit D**
**OWNER'S GUARANTY AND ASSUMPTION OF**
**BUSINESS ENTITY DEVELOPER'S OBLIGATIONS**

THIS GUARANTEE AND ASSUMPTION OF OBLIGATIONS (the "Guarantee") is given this ___ day of ____________, 20__, by ____________________________________________________ (individually and collectively, the "Guarantor").

In consideration of, and as an inducement to, the execution of the Area Development Agreement or the consent to transfer of even date with this Guarantee by Meet Fresh Franchising LLC (the "Franchisor"), each of the undersigned Guarantors hereby personally and unconditionally (i) guarantees to Franchisor and its successors and assigns, for the term of the Area Development Agreement and thereafter as provided in the Area Development Agreement, that: [Developer Name] __________________ __________________ (the "Developer") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Area Development Agreement; and (ii) shall personally be bound by, and personally liable for the breach of each and every provision in the Area Development Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities including, without limitation, the provisions of Section 10. Each of the undersigned waives: (i) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (ii) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (iii) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (iv) any right it may have to require that an action be brought against Developer or any other person as a condition of liability; and (v) any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (i) its direct and immediate liability under this Guarantee shall be joint and several; (ii) it shall render any payment or performance required under the Area Development Agreement on demand if Developer fails or refuses punctually to do so; (iii) such liability shall not be contingent or conditioned on pursuit by Franchisor of any remedies against Developer or any other person; and (iv) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that Franchisor may from time to time grant to Developer or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guarantee, which shall be continuing and irrevocable during the term of the Area Development Agreement (and any extensions), for so long as any performance is or might be owed under the Area Development Agreement by Developer/Developer's owners, and for so long as Franchisor has any cause of action against Developer or Developer's owner(s).

Guarantors acknowledge having read and understood the Area Development Agreement and the undersigned agree that this Guarantee and all other matters concerning Franchisor and Guarantors and/or their respective rights and obligations will be governed by, and construed and enforced in accordance with the dispute resolution provisions of Sections 13 and 14 of the Area Development Agreement, as though Guarantors were "Developer" for purposes of such Sections. Sections 13 and 14 are attached to this Guarantee and incorporated by reference.

IN WITNESS WHEREOF, each of the undersigned has here unto affixed his or her signature as of the date first written above.

(*Signatures on Next Page)*

| GUARANTOR(S) | PERCENTAGE OF OWNERSHIP OF ENTITY DEVELOPER |
|---|---|
| ______________________________<br>Signature | ___________% |
| ______________________________<br>Print Name | |
| ______________________________<br>Signature | ___________% |
| ______________________________<br>Print Name | |
| ______________________________<br>Signature | ___________% |
| ______________________________<br>Print Name | |

ENTITY DEVELOPER (Corp., LLC or Partnership)

______________________________________
Legal Name of Entity

By: ______________________________
Print Name

______________________________
Signature

______________________________
Title

**Sections 13 and 14 of the Area Development Agreement**
**(Attachment to Guarantee)**

## 13. Law and Venue

13.1 Except to the extent of the applicability of the Federal Arbitration Act and related federal preemption requirements, this Agreement and all other matters concerning Franchisor and Developer and/or their respective rights and obligations will be governed by, and construed and enforced in accordance with, the laws of the state of California, without giving effect to any conflict of laws; PROVIDED, (a) the provisions of the California Franchise Relations Act and the California Franchise Investment Law and any other California statute, regulation or law regarding franchise offers and sales, business opportunities, and/or franchise relationships shall not apply unless jurisdictional, definitional and other requirements thereof are met independently of this Section; and (b) the provisions of Sections 9 and 10 shall be construed and enforced in accordance with the laws of the state where the claimed breach of such Section(s) occurs.

13.2 Subject to the terms of Section 14 and except to the extent prohibited by law or as otherwise provided in any state addenda applicable to Developer's state of residence or in which the Development Area is located, the parties agree that the venue for any litigation arising under this Agreement will be an appropriate state or federal court with jurisdiction in Los Angeles County, California. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision.

## 14. Dispute Resolution

14.1 Except as precluded by law, any dispute, controversy, action or proceeding of any type, including any claim for equitable relief and/or for which Developer is acting as a "private attorney general," suing pursuant to a statutory claim or otherwise (individually and collectively, a "Claim") between Franchisor, its Licensor and/or other Franchisor Associates, on the one hand, and Developer and/or its Affiliates, Developer Owners, and/or any of their respective guarantors, directors, shareholders, partners, managers, officers, members, agents, and/or employees, on the other hand, shall be resolved as provided in this Section 14. Except for a Claim specified in Section 14.4(b) below, Franchisor and Developer agree to mediate any Claim before resorting to arbitration or litigation. Such mediation shall be conducted for a maximum of six (6) hours (unless the parties mutually agree otherwise) before a retired judge with Judicial Arbitration and Mediation Services, Inc. ("JAMS"), who shall be jointly selected by the applicable parties. Mediation fees, if any, shall be divided equally between or among the parties involved. If such parties are unable to resolve such Claim(s) through mediation and except as provided in Section 14.4 below, such Claim(s) shall be resolved by binding arbitration as provided in this Section. Arbitration shall be administered by JAMS, or its successor, in accordance with JAMS' then prevailing Comprehensive Arbitration Rules and Procedures and conducted by one arbitrator, who must be a lawyer substantially experienced in franchising. In the event of a conflict between the terms of this Agreement and the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS, the terms of this Agreement shall govern. Any award must be in writing and judgment upon any award rendered may be entered in any court having jurisdiction thereof. Upon request by either party, the arbitrator shall provide a reasoned opinion with findings of fact and conclusions of law and the party so requesting shall pay the arbitrator's fees and costs connected therewith. The parties shall hold arbitration proceedings, awards, and related discussions confidential, except for such disclosure as may be required by law. Claims which would constitute a compulsory counter-claim, if brought in court under the state law provided in Section 13.1, must be filed in an arbitration proceeding brought under this Agreement or be barred. The substantive law applied in such arbitration shall be as provided in Section 13.1. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. The arbitral decision shall be binding and conclusive on the parties.

14.2 The arbitrator shall decide any questions relating in any way to the parties' agreement to arbitrate, including, but not limited to, arbitrability, applicability, subject matter, timeliness, scope, remedies, and any alleged fraud in the inducement, or purportedly void or voidable provisions of the Agreement. The arbitrator can issue summary orders disposing of all or part of a Claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, and other relief by any court having jurisdiction. The subpoena powers of the arbitrator with respect to witnesses to appear at the arbitration proceeding shall not be subject to any geographical limitation. No award in arbitration will have any effect of preclusion or collateral estoppel in any other adjudication or arbitration. Arbitrators in any proceeding under this Section 14 will apply all applicable law, and a failure to apply the applicable law in accord with Section 14 will be deemed an act in excess of authority and reviewable by the courts, and the parties expressly agree that any arbitration award can be reviewed and overturned by a court for legal error.

14.3 Any arbitration or mediation will be conducted exclusively at a neutral location in Los Angeles County, California. Developer and Franchisor agree that the provisions of this Section will control, notwithstanding any language included in Franchisor's franchise disclosure documents due to state requirements suggesting that the provisions of any section might be unenforceable due to a failure to have a meeting of the minds or otherwise. Neither Developer nor Franchisor has any expectation that the provisions of this (or any other) Section will be unenforceable or that they will not be enforced. Developer understands and agrees that one effect of this paragraph may be that arbitration and other related costs may be greater, and it may be more difficult for Developer to proceed, than if those proceedings took place in a location near Developer's residence or business. If this provision is unenforceable for any reason, arbitration will be conducted at a neutral location in the Development Area.

14.4 Notwithstanding any other provisions of this Agreement or otherwise, (a) either party shall be entitled to seek preliminary or interim injunctive or provisional relief by a court or by arbitration (including, but not limited to, a temporary restraining order and preliminary injunction and injunctive relief concerning rights to real property and possible eviction, all without bond) without showing or proving any actual damage, until such time as a final and binding determination is made by the arbitrator, and (b) any party to this Agreement is entitled to pursue an action for collection of debt(s) owed in either a court or arbitration proceeding when the right to payment has not been in dispute prior to the filing of such an action. The foregoing remedies shall be in addition to, and not in lieu of, all other remedies or rights which the parties might otherwise have by virtue of any breach of this Agreement by the other party.

14.5 Developer and Franchisor expressly agree that, notwithstanding any contrary provisions of state or other law, and/or any statements in any disclosure document required by a state or other government as a condition to franchise registration or for some other purpose:

(a) all issues relating to arbitration and/or the enforcement of arbitration-related provisions will be decided by the arbitrator and governed only by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the federal common law of arbitration and exclusive of state statutes and/or common law;

(b) all provisions of this Agreement shall be fully enforced, including but not limited to those provisions relating to arbitration, venue, and choice of law; and

(c) Developer and Franchisor intend to rely upon federal preemption under the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and, as a result, the provisions of this Agreement will be enforced only according to their terms.

14.6. The terms of Section 14 shall survive termination, expiration or cancellation of this Agreement. If any portion of Section 14 is deemed to be unenforceable for any reason, it shall be modified or restricted, or severed, so as to comply with applicable law and shall be otherwise enforced according to its terms.

14.7. Each party shall bear its own costs and expenses incurred in connection with any Claim, including, but not limited to, attorneys' fees.

14.8. UNWAIVABLE RIGHTS TO PUNITIVE, EXEMPLARY, MULTIPLE OR SIMILAR DAMAGES DEVELOPER OR FRANCHISOR MAY HAVE UNDER ANY STATUTE OR REGULATION SHALL BE FULLY EFFECTIVE. OTHERWISE AND TO THE EXTENT PERMITTED BY LAW, ANY RECOVERY ON ANY CLAIM UNDER THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES SUSTAINED BY THE INJURED PARTY, WITH DEVELOPER AND FRANCHISOR WAIVING CLAIMS FOR PUNITIVE, EXEMPLARY, MULTIPLE OR SIMILAR DAMAGES. ANY ARBITRATION BETWEEN

FRANCHISOR AND DEVELOPER SHALL BE BROUGHT AS AN INDIVIDUAL CLAIM AND SHALL NOT BE ARBITRATED ON A CLASS-WIDE BASIS TO THE FULLEST EXTENT PERMITTED BY LAW.

**CALIFORNIA AREA DEVELOPERS/AREA DEVELOPER OWNERS SUBSTITUTE THE FOLLOWING LANGUAGE FOR SECTION 14.2:**

2. Section 14.2. of the Agreement is deleted and the following language is substituted:

14.2 The arbitrator shall decide any questions relating in any way to the parties' agreement to arbitrate, including, but not limited to, arbitrability, applicability, subject matter, timeliness, scope, remedies, and any alleged fraud in the inducement, or purportedly void or voidable provisions of the Agreement. The arbitrator can issue summary orders disposing of all or part of a Claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, and other relief by any court having jurisdiction. The subpoena powers of the arbitrator with respect to witnesses to appear at the arbitration proceeding shall not be subject to any geographical limitation. No award in arbitration will have any effect of preclusion or collateral estoppel in any other adjudication or arbitration. Arbitrators in any proceeding under this Section 14 will apply all applicable law, and a failure to apply the applicable law in accord with Section 14 will be deemed an act in excess of authority and reviewable by the courts, and the parties expressly agree that any arbitration award can be reviewed and overturned by a court for legal error. *If required by applicable law for any arbitration provision to be enforceable (for example, to preserve constitutionally or statutorily provided rights), the arbitrator can, as soon as possible, appropriately allocate between Developer and Franchisor the fees of the arbitrator(s) and/or his/her related organization, or require an advance of a portion of such fees subject to possible reimbursement, or otherwise address such issues so as to allow the arbitration to proceed and can adjust such allocations appropriately during the arbitration process for such purpose. Either party can in its discretion advance the other party's portion of the initial case filing fees paid to JAMS, or successor organization, for an arbitration matter pursuant to this Agreement."*

## EXHIBIT E TO THE AREA DEVELOPMENT AGREEMENT

## OWNER NON-COMPETE, NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

## (NOT FOR CALIFORNIA DEVELOPER OWNERS)

In consideration of, and as an inducement to, the execution of that certain Area Development Agreement for the development of multiple MEET FRESH® stores in a designated geographical area (the “Development Area”), and any revisions, modifications and amendments thereto (hereinafter collectively the "Area Development Agreement"), dated ______________________________, 20__, by and between Meet Fresh Franchising LLC (hereinafter "Franchisor") and ________________________________________ (hereinafter "Developer"), the undersigned ("Owner") agrees as follows:

1. Non-Solicitation and In Term Non-Competition Covenants. Owner acknowledges that as a result of Owner's equity position in Developer, Owner may receive valuable Confidential Information, as that term is defined below, and other proprietary information of Franchisor’s or its affiliates. Owner covenants that, during the term of the Area Development Agreement and subject to the post-termination provisions contained therein and any applicable addendum to the Agreement, and except as otherwise approved in writing by Franchisor, Owner will not, either directly or indirectly, for himself/herself or through, on behalf of or in conjunction with any Family Members or other person, persons, partners or entity:

i) have any direct or indirect interest anywhere in any Similar Business, or in any entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses; or

ii) provide any financial support or perform any services anywhere as an employee, agent, representative, consultant or in any capacity of any kind for any Similar Business, or for any entity granting franchises or licenses or establishing joint ventures to operate Similar Businesses.

For purposes of this Agreement, (i) a “Similar Business” is any business or enterprise that markets or sells Taiwanese desserts and beverages such as taro balls, herbal jelly, shaved ice, tofu pudding, tea-based beverages and other distinctive Meet Fresh® menu items and such goods comprise more than twenty percent (20%) of sales for such business/enterprise; and (ii) “Family Members” are deemed to include an individual and his/her spouse and/or domestic partner, and their respective mother, father, brother, sister, son, and daughter.

2. Post Term Covenants. If at the termination, Transfer or expiration of the Area Development Agreement, Developer and/or a Developer Affiliate is operating one or more Stores under a Franchise Agreement, then the terms of the most recently granted of any such Franchise Agreements shall control Developer’s, Developer Affiliate’s and Developer Owner(s)’, as applicable, restrictions on competition, as well as those of each of their Family Members, to the extent applicable. Otherwise, at the termination, expiration or Transfer of the Development Agreement and for a period of two (2) years thereafter, Owner will not, either directly or indirectly, for himself/herself or through, on behalf of or in conjunction with any Family Members or other person, persons, partners or entity:

i) have any direct or indirect interest in any Similar Business in the Development Area or within a radius of ten (10) miles of any Meet Fresh® Store; or

ii) provide any financial support or perform any services as an employee, agent, representative, consultant or in any capacity of any kind for any Similar Business in the Development Area or within a radius of ten (10) miles of the location of any Meet Fresh® Store; or

iii) have any direct or indirect interest anywhere in, or provide any financial support to, any entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses, or perform any services anywhere as an employee, agent, representative, consultant or in any capacity of any kind for any such entity.

3. Non-Use and Non-disclosure Covenants. Owner agrees to protect as confidential, and not to disclose to any person or entity any Confidential Information, either directly or indirectly, except as may be required for the fulfillment of Owner’s and/or Developer’s obligations under the Area Development

Agreement. For purposes of this Agreement, Confidential Information includes in any form current and future:

i) any manuals, techniques, processes, instructional materials and curricula, any proprietary recipes, policies, procedures, systems, data, and know how regarding the establishment, operation and franchising of Meet Fresh® Stores;

ii) Meet Fresh® layouts and designs, specifications for any Meet Fresh® customized products and services, and supplier lists and related agreements, pricing and terms; and

iii) trade secrets and other non-public information regarding the System or Meet Fresh® Stores, including potential location plans, System statistics, profits, financial data, marketing plans, business strategies, Store performance information, customer lists and related data for all Meet Fresh® Stores, and other operating data/information.

Owner further agrees:

i) not to utilize any Confidential Information other than for the benefit of the Developer and during the term of, and in accordance with the provisions of, the Area Development Agreement;

ii) to take all precautions necessary to ensure that the Confidential Information shall not be disclosed to third parties; and

iii) agrees and acknowledges that all Confidential Information is and shall remain the property of Franchisor or Franchisor's licensor, as applicable, and nothing herein or any course of conduct between Franchisor, Developer and Owner shall be deemed to grant Owner any rights in or to all or any portion of the Confidential Information.

4. No Undue Hardship. Owner acknowledges and agrees that the covenants set forth above are fair and reasonable and will not impose any undue hardship on Owner since Owner has other considerable skills, experience and education which afford him/her the opportunity to derive income from other endeavors.

5. Inapplicability of Restrictions. The restrictions described in paragraphs 1 and 2 do not apply to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than three percent (3%) of the outstanding number of shares of that class issued by a Similar Business.

6. Independence of Covenants. Each of the above covenants shall be deemed independent of any other covenant or provision of this Agreement. If any of the restrictions in this Agreement are determined to be unenforceable to an extent because of excessive duration, geographic area, scope of business or otherwise, they will be reduced to the level that provides the greatest protection to Franchisor and the System, but which is still enforceable. If a court of competent jurisdiction deems any provision of this Agreement unreasonable, the court may declare a reasonable modification, and this Agreement shall be valid and enforceable as so modified.

7. Modification of Covenants. Owner understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any of the above covenants without Owner's consent, effective immediately upon receipt by Owner of written notice thereof, and Owner shall comply with any covenant as so modified.

8. Enforcement of Covenants. Owner expressly agrees that the existence of any claims Owner may have against Franchisor shall not act as a defense to the enforcement by Franchisor of the covenants contained in this Agreement. Owner agrees to pay all costs and expenses (including reasonable Attorneys' Fees) incurred by Franchisor in connection with the enforcement of the covenants set forth in this Agreement.

9. Specific Performance. Owner acknowledges that any breach of Owner's obligations herein may cause Franchisor great and irreparable injury that cannot be adequately compensated by the payment of damages in an action at law. Accordingly and notwithstanding any contrary or inconsistent term of the Area Development Agreement, Franchisor and any Franchisor licensor, as applicable, shall be entitled to the remedies of injunction, specific performance and other equitable relief to redress any breach, or to prevent any threatened breach (and Franchisor and any licensor shall not be required to post any bond or

prove special damages) and Owner shall pay any and all costs and expenses (including reasonable Attorneys' Fees and expenses) incurred by Franchisor or any such licensor in enforcing its rights hereunder. Nothing contained in this Agreement shall, however, be construed as a waiver by Franchisor of any other right, including, without limitation, Franchisor's right to damages.

10. Binding. This Agreement shall be binding on and inure to the benefit of the parties and their successors and permitted assigns. Franchisor may assign its rights and obligations under this Agreement to anyone without the consent of Owner. Owner shall not assign any of Owner's rights or obligations under this Agreement.

11. Laws. This Agreement and the parties' respective rights and obligations hereunder will be governed by, and construed and enforced in accordance with, the laws of the state where a claimed breach occurs, PROVIDED, that the provisions of any statute, regulation or law regarding franchises shall not apply unless jurisdictional, definitional and other requirements thereof are met independently of this Section

12. Survival. Owner's obligations shall survive termination of the Area Development Agreement. Any failure on the part of Franchisor to insist upon the performance of this Agreement in whole or in part shall not constitute a waiver of any right under this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party waiving the right. The parties agree that the covenants included in this Agreement, taken as a whole, are reasonable in duration and scope and necessary to protect Franchisor and the System, and it is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If in any judicial proceeding a court shall refuse to enforce any of the separate covenants included in this Agreement, then such unenforceable covenant shall be deemed modified so as to be enforceable (or if not subject to modification, then eliminated) to the extent necessary to permit the remaining covenants to be enforced.

13. Defined Terms. Capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Area Development Agreement. Owner acknowledges having received, reviewed and understood the terms of the Area Development Agreement and having had ample opportunity to consult with independent counsel of Owner's choosing prior to the execution of this Agreement.

IN WITNESS WHEREOF, the undersigned have set their hands as of this _____ day of _________________, 20___.

FRANCHISOR:

Meet Fresh Franchising LLC

By: ___________________________
Name:
Title:

OWNER:

________________________________
Signature

________________________________
Printed Name

**EXHIBIT F TO THE AREA DEVELOPMENT AGREEMENT**
**CALIFORNIA ADDENDUM FOR CALIFORNIA FRANCHISES**
**AND**
**OWNER NON-COMPETE, NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

CALIFORNIA ADDENDUM

This is the California Addendum to the MEET FRESH® Franchise Agreement (the "Agreement") with an effective date of ___________ __, 20__ by and between Meet Fresh Franchising LLC, a California limited liability company, and ____________________________, a ________________ ("Franchisee"), a California franchisee.

1. Section 15.C of the Agreement is deleted and the following language is substituted:

"***C. Further Trade Secret and System Protection; Post Term Restrictions***. For a period of two (2) years after the transfer, termination or expiration of this Agreement, Franchisee, each Franchisee Associate, each Franchisee Owner and each Family Member of each of the foregoing, shall not:

*(i) have any direct or indirect interest in any Similar Business within a radius of ten (10) miles of the Accepted Location or of any MEET FRESH® Store, if the fulfillment of Franchisee's duties and responsibilities with respect to such Similar Business (or the duties and responsibilities of another person/entity identified above in this Section 15.C) would inherently call upon Franchisee (or such other person/entity) to disclose and/or use Confidential Information or Trade Secrets; or*

*(ii) provide any financial support or perform any services as an employee, agent, representative, consultant or in any capacity of any kind for any Similar Business within a radius of ten (10) miles of the Accepted Location or of any MEET FRESH® Store, if the fulfillment of Franchisee's duties and responsibilities with respect to such Similar Business (or the duties and responsibilities of another person/entity identified above in this Section 15.C) would inherently call upon Franchisee (or such other person/entity) to disclose and/or use Confidential Information or Trade Secrets; or*

*(iii) have any direct or indirect interest anywhere in, or provide any financial support to, any entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses, or perform any services anywhere as an employee, agent, representative, consultant or in any capacity of any kind for any such entity, if the fulfillment of Franchisee's duties and responsibilities with respect to such entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses (or the duties and responsibilities of another person/entity identified above in this Section 15.C) would inherently call upon Franchisee (or such other person/entity) to disclose and/or use Confidential Information or Trade Secrets.*

*Franchisee accepts that it is Franchisee's obligation under this Agreement to ensure the compliance of each of the persons/entities named in Sections 15.A, 15.B and 15.C with the limitations described in those Sections. Franchisor shall use reasonable judgment in evaluating whether or not the conduct of a Family Member warrants the exercise of rights under this provision."*

2. To the extent that Sections 16 ("Default and Termination"), 17 ("Rights and duties on Expiration or Termination") and 18 ("Transfer Restrictions") are inconsistent with the California Franchise Relations Act (CA. Bus. & Prof. Code §20020, et. seq.), the terms of the statute will control and the applicable Section shall be modified only to the extent required to comply with such law.

Further, Section 17 is hereby amended to include the following provision:

*"Franchisor shall have the right upon termination or non-renewal of the Franchise to purchase from Franchisee at the value of price paid, minus depreciation, inventory, supplies, equipment, fixtures and furnishings (the "Items") purchased or paid for under the terms of this Agreement or an agreement ancillary hereto by Franchisee to Franchisor or to its approved suppliers that are possessed or used by Franchisee in the franchised business at the time of termination or non-renewal. Franchisee shall provide Franchisor*

*clear title to and possession of any such Items. Franchisor can offset against the amounts owed to Franchisee any amounts owed by Franchisee to Franchisor."*

3. Section 30.B of the Agreement is deleted and the following language is substituted:

*"**30. B. Arbitrator's Authority**. The arbitrator shall decide any questions relating in any way to the parties' agreement to arbitrate, including arbitrability, applicability, subject matter, timeliness, scope, remedies, and any alleged fraud in the inducement, or purportedly void or voidable provisions of the Agreement. The arbitrator can issue summary orders disposing of all or part of a Claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, and other relief by any court having jurisdiction. The subpoena powers of the arbitrator with respect to witnesses to appear at the arbitration proceeding shall not be subject to any geographical limitation. No award in arbitration will have any effect of preclusion or collateral estoppel in any other adjudication or arbitration. Arbitrators in any proceeding under this Section 30 will apply all applicable law, and a failure to apply the applicable law in accordance with Section 29 will be deemed an act in excess of authority and reviewable by the courts, and the parties expressly agree that any arbitration award can be reviewed and overturned by a court for legal error. If required by applicable law for any arbitration provision to be enforceable (for example, to preserve constitutionally or statutorily provided rights), the arbitrator can, as soon as possible, appropriately allocate between Franchisee and Franchisor the fees of the arbitrator(s) and/or his/her related organization, or require an advance of a portion of such fees subject to possible reimbursement, or otherwise address such issues so as to allow the arbitration to proceed and can adjust such allocations appropriately during the arbitration process for such purpose. Either party can in its discretion advance the other party's portion of the initial case filing fees paid to JAMS, or successor organization, for an arbitration matter pursuant to this Agreement."*

To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of the Franchise Agreement or schedules or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms as of the date first above written.

FRANCHISOR:

Meet Fresh Franchising LLC,
a California limited liability company

By: ___________________________________
Name:
Title:

*Sign here if "Franchisee" is a natural person*

FRANCHISEE (Individual[s])

| | |
|---|---|
| _______________________________ | _______________________________ |
| Signature | Signature |
| _______________________________ | _______________________________ |
| Printed Name | Printed Name |
| Date: _____________________ | Date: _____________________ |

*Sign here if "Franchisee" is a type of business entity*

FRANCHISEE (Corp., LLC or Partnership)

___________________________________
Legal Name of Franchisee Entity

a__________________________ ___________________________
Jurisdiction of Formation Corporation, LLC or Partnership

By: _________________________________
Signature

_________________________________
Printed Name

____________________________
Title

**OWNER NON-COMPETE, NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**
**(For California Developer Owners)**

In consideration of, and as an inducement to, the execution of that certain Area Development Agreement for the development of multiple Meet Fresh® stores in a designated geographical area (the "Development Area"), and any revisions, modifications and amendments thereto (hereinafter collectively the "Area Development Agreement"), dated ______________________________, 20__, by and between Meet Fresh Franchising LLC (hereinafter "Franchisor") and ________________________________________ (hereinafter "Developer"), the undersigned ("Owner") agrees as follows:

1. Non-Solicitation and In Term Non-Competition Covenants. Owner acknowledges that as a result of Owner's equity position in Franchisee, Owner may receive valuable Confidential Information, as that term is defined below, and other proprietary information of Franchisor's or its affiliates. Owner covenants that, during the term of the Area Development Agreement and subject to the post-termination provisions contained therein and any applicable addendum to the Agreement, and except as otherwise approved in writing by Franchisor, Owner will not, either directly or indirectly, for himself/herself or through, on behalf of or in conjunction with any Family Members or other person, persons, partners or entity:

i) have any direct or indirect interest anywhere in any Similar Business, or in any entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses; or

ii) provide any financial support or perform any services anywhere as an employee, agent, representative, consultant or in any capacity of any kind for any Similar Business, or for any entity granting franchises or licenses or establishing joint ventures to operate Similar Businesses.

For purposes of this Agreement, (i) a "Similar Business" is any business or enterprise that markets or sells Taiwanese desserts and beverages such as taro balls, herbal jelly, shaved ice, tofu pudding, tea-based beverages and other distinctive Meet Fresh® menu items and such items comprise more than twenty percent (20%) of sales for such business/enterprise; and (ii) "Family Members" are deemed to include an individual and his/her spouse and/or domestic partner, and their respective mother, father, brother, sister, son, and daughter.

2. Post Term Covenants. If at the termination, Transfer or expiration of the Area Development Agreement, Developer and/or a Developer Affiliate is operating one or more Stores under a Franchise Agreement, then the terms of the most recently granted of any such Franchise Agreements shall control Developer's, Developer Affiliate's and Developer Owner(s)', as applicable, restrictions on competition, as well as those of each of their Family Members, to the extent applicable. Otherwise, at the termination, expiration or Transfer of the Development Agreement and for a period of two (2) years thereafter, Owner will not, either directly or indirectly, for himself/herself or through, on behalf of or in conjunction with any Family Members or other person, persons, partners or entity:

i) have any direct or indirect interest in any Similar Business in the Development Area or within a radius of ten (10) miles of any Meet Fresh® Store, if the fulfillment of Owner's duties and responsibilities with respect to such Similar Business (or the duties and responsibilities of another person/entity identified above) would inherently call upon Owner (or such other person/entity) to disclose and/or use Confidential Information or Trade Secrets; or

ii) provide any financial support or perform any services as an employee, agent, representative, consultant or in any capacity of any kind for any Similar Business in the Development Area or within a radius of ten (10) miles of Developer Meet Fresh® Store location or the location of any Meet Fresh® Store, if the fulfillment of Owner's duties and responsibilities with respect to such Similar Business (or the duties and responsibilities of another person/entity identified above) would inherently call upon Owner (or such other person/entity) to disclose and/or use Confidential Information or Trade Secrets; or

iii) have any direct or indirect interest anywhere in, or provide any financial support to, any entity granting franchises or licenses or establishing joint ventures for the operation of Similar Businesses, or perform any services anywhere as an employee, agent, representative, consultant or in any capacity of any kind for any such entity, if the fulfillment of Owner's duties and responsibilities with respect to such Similar Business (or the duties and responsibilities of another person/entity identified above) would inherently call upon Owner (or such other person/entity) to disclose and/or use Confidential Information or Trade Secrets.

3. Non-Use and Non-disclosure Covenants. Owner agrees to protect as confidential, and not to disclose to any person or entity any Confidential Information, either directly or indirectly, except as may be required for the fulfillment of Owner's and/or Developer obligations under the Area Development Agreement. For purposes of this Agreement, Confidential Information includes in any form current and future:

i) any manuals, techniques, processes, instructional materials and curricula, any proprietary recipes, policies, procedures, systems, data, and know how regarding the establishment, operation and franchising of Meet Fresh® Stores;

ii) Meet Fresh® layouts and designs, specifications for any Meet Fresh® customized products and services, and supplier lists and related agreements, pricing and terms; and

iii) trade secrets and other non-public information regarding the System or Meet Fresh® Stores, including potential location plans, System statistics, profits, financial data, marketing plans, business strategies, Store performance information, customer lists and related data for all Meet Fresh® Stores, and other operating data/information.

Owner further agrees:

i. not to utilize any Confidential Information other than for the benefit of the Developer and during the term of, and in accordance with the provisions of, the Area Development Agreement;

ii. to take all precautions necessary to ensure that the Confidential Information shall not be disclosed to third parties; and

iii. agrees and acknowledges that all Confidential Information is and shall remain the property of Franchisor or Franchisor's licensor, as applicable, and nothing herein or any course of conduct between Franchisor, Developer and Owner shall be deemed to grant Owner any rights in or to all or any portion of the Confidential Information.

4. No Undue Hardship. Owner acknowledges and agrees that the covenants set forth above are fair and reasonable and will not impose any undue hardship on Owner since Owner has other considerable skills, experience and education which afford him/her the opportunity to derive income from other endeavors.

5. Inapplicability of Restrictions. The restrictions described in paragraphs 1 and 2 do not apply to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than three percent (3%) of the outstanding number of shares of that class issued by a Similar Business.

6. Independence of Covenants. Each of the above covenants shall be deemed independent of any other covenant or provision of this Agreement. If any of the restrictions in this Agreement are determined to be unenforceable to an extent because of excessive duration, geographic area, scope of business or otherwise, they will be reduced to the level that provides the greatest protection to Franchisor and the System, but which is still enforceable. If a court of competent jurisdiction deems any provision of this Agreement unreasonable, the court may declare a reasonable modification, and this Agreement shall be valid and enforceable as so modified.

7. Modification of Covenants. Owner understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any of the above covenants without Owner's consent, effective immediately upon receipt by Owner of written notice thereof, and Owner shall comply with any covenant as so modified.

8. Enforcement of Covenants. Owner expressly agrees that the existence of any claims Owner may have against Franchisor shall not act as a defense to the enforcement by Franchisor of the covenants contained in this Agreement. Owner agrees to pay all costs and expenses (including reasonable Attorneys' Fees) incurred by Franchisor in connection with the enforcement of the covenants set forth in this Agreement.

9. Specific Performance. Owner acknowledges that any breach of Owner's obligations herein may cause Franchisor great and irreparable injury that cannot be adequately compensated by the payment of damages in an action at law. Accordingly and notwithstanding any contrary or inconsistent term of the Area Development Agreement, Franchisor and any Franchisor licensor, as applicable, shall be entitled to the remedies of injunction, specific performance and other equitable relief to redress any breach, or to prevent any threatened breach (and Franchisor and any licensor shall not be required to post any bond or prove special damages) and Owner shall pay any and all costs and expenses (including reasonable Attorneys' Fees and expenses) incurred by Franchisor or any such licensor in enforcing its rights hereunder. Nothing contained in this Agreement shall, however, be construed as a waiver by Franchisor of any other right, including, without limitation, Franchisor's right to damages.

10. Binding. This Agreement shall be binding on and inure to the benefit of the parties and their successors and permitted assigns. Franchisor may assign its rights and obligations under this Agreement to anyone without the consent of Owner. Owner shall not assign any of Owner's rights or obligations under this Agreement.

11. Laws. This Agreement and the parties' respective rights and obligations hereunder will be governed by, and construed and enforced in accordance with, the laws of the state where a claimed breach occurs, PROVIDED, that the provisions of any statute, regulation or law regarding franchises shall not apply unless jurisdictional, definitional and other requirements thereof are met independently of this Section.

12. Survival. Owner's obligations shall survive termination of the Area Development Agreement. Any failure on the part of Franchisor to insist upon the performance of this Agreement in whole or in part shall not constitute a waiver of any right under this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party waiving the right. The parties agree that the covenants included in this Agreement, taken as a whole, are reasonable in duration and scope and necessary to protect Franchisor and the System, and it is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If in any judicial proceeding a court shall refuse to enforce any of the separate covenants included in this Agreement, then such unenforceable covenant shall be deemed modified so as to be enforceable (or if not subject to modification, then eliminated) to the extent necessary to permit the remaining covenants to be enforced.

13. Defined Terms. Capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Area Development Agreement. Owner acknowledges having received, reviewed and understood the terms of the Area Development Agreement and having had ample opportunity to consult with independent counsel of Owner's choosing prior to the execution of this Agreement.

IN WITNESS WHEREOF, the undersigned have set their hands as of this _____ day of _________________, 20___.

FRANCHISOR:

Meet Fresh Franchising LLC

By: ___________________________
Name:
Title:

OWNER:

________________________________
Signature

________________________________
Printed Name

**EXHIBIT D TO THE DISCLOSURE DOCUMENT**

**LISTS OF CURRENT AND FORMER FRANCHISEES**

**List of Current Franchisees**

| | |
|---|---|
| **Arizona** | Sheng Quan Yu<br>1914 West Chandler Blvd,<br>Chandler, Arizona 85224<br>(480) 335-5674 |
| | Sheng Quan Yu<br>1832 West Broadway Road, Suite 104<br>Mesa, Arizona 85202<br>(480) 335-5674 |
| **California** | Arnold Yung<br>969 South Glendora Avenue, Suite A<br>West Covina, California 91790<br>(626) 315-2556 |
| | Wei-Hsin Chan<br>9460C Mira Mesa Blvd.<br>San Diego, California 92126<br>(858) 566-8098 |
| | William Jiang<br>277 S. B Street<br>San Mateo, California 94401<br>(408) 621-3489 |
| | Debbie Liang<br>17662 E. 17th Street<br>Tustin, California 92780<br>(626) 662 -8888 |
| | Dan Pham<br>13065 Peyton Drive, Suite D<br>Chino Hills, California 91709<br>(415) 615-2230 |
| | Dan Pham<br>15606 Brookhurst Street, Suite B<br>Westminster, California 92683<br>(415) 615-2230 |
| | Lorraina Pang*<br>400 Disney Way<br>Anaheim, California 92802<br>(818) 799-9957 |
| | Utomo Tani |

| | |
|---|---|
| | Corner of Emerson and Atlantic Blvd.<br>Monterey Park, California 91754<br>(213) 545-8888 |
| **Florida** | Grace Feng<br>5144 West Colonial Drive, Unit 33<br>Orlando, Florida 32808<br>(407) 233-5453 |
| **Georgia** | Xiao Juan Liu<br>6035 Peachtree Road, Suite A-116<br>Atlanta, Georgia 30360<br>(678) 689-7766 |
| **Hawaii** | Zhiyoong Li<br>Ala Moana Shopping Center, #1320<br>1450 Ala Moana Boulevard<br>Honolulu, Hawaii 96814<br>(808) 756-5492 |
| **Massachusetts** | Ying Huang<br>140 Brighton Avenue<br>Boston, Massachusetts 02134<br>(617) 888-5366 |
| **New Jersey** | Hui Zhang<br>1740 Route 27<br>Edison, New Jersey 08817<br>(732) 579-7298 |
| | Dufan Li<br>525 Washington Boulevard, Suite E<br>Jersey City, New Jersey 07310<br>(740) 319-2198 |
| **New York** | Qian Chen<br>37 Cooper Square<br>New York, New York 10003<br>(585) 729-1817 |
| | Qian Chen<br>133-36 37th Avenue, Unit F11<br>Flushing, New York 11354<br>(585) 729-1817 |
| | Rong Jin Weng<br>5815 8th Avenue<br>Brooklyn, New York 11220<br>(646) 233-9651 |
| | Jeff Liu<br>25-59 44th Drive |

| | |
|---|---|
| | Queens, New York, 11101<br>(917) 770-3327 |
| | Qiong Lin<br>213-11 Northern Blvd.<br>Bayside, New York 11361<br>(516) 519-0755 |
| | Qiong Lin<br>318 N. Broadway<br>Hicksville, New York 11801<br>(516) 519-0755 |
| **North Carolina** | Jia Liu<br>4509 Creedmoor Road, Suite 103<br>Raleigh, North Carolina 27612<br>(919) 525-0418 |
| **Oregon** | Tiffany Hwang<br>230 South West Ash Street<br>Portland, Oregon 92704<br>(801) 875-0655 |
| **Texas** | Thong Hoang<br>23119 Colonial Parkway<br>Building B, Unit 13<br>Katy, Texas 77449<br>(832) 874-4358 |
| | Shi Xiong Guo<br>9393 Bellaire Blvd.<br>Houston, Texas 77036<br>(626) 650-3965 |
| | Xian Wei Chang<br>2001 Coit Road, Suite 137B<br>Plano, Texas 75075<br>(214) 516-1291 |
| **Utah** | Chen Tian<br>3390 State Street,<br>South Salt Lake, Utah 84115<br>(510) 717-0824 |
| **Washington** | Elaine Song<br>15552 Lake Hills Blvd., Suite F5<br>Bellevue, Washington 98007<br>(425) 961-8000 |
| | Elaine Song<br>121 Southcenter Mall, Unit 724<br>Seattle, Washington 98188 |

| | |
|---|---|
| | (425) 961-8000 |
| | Elaine Song<br>450 S. Main Street, #2<br>Seattle, Washington 98104<br>(425) 961-8000 |

*As of December 31, 2024, these franchised outlets have executed a franchise agreement but were not yet opened and operating.

**List of Former Franchisees**

| | |
|---|---|
| **California** | Dan Pham<br>Los Angeles, California<br>(415) 615-2230 |

## EXHIBIT E TO THE DISCLOSURE DOCUMENT

## STATE FRANCHISE LAW ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

[see attached]

## STATE FRANCHISE LAW ADMINISTRATORS

**California**:
Department of Financial Protection and Innovation
One Sansome Street, Ste. 600
San Francisco, CA 94104

320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344

2101 Arena Boulevard
Sacramento, CA 95834

1350 Front Street, Room 2034
San Diego, CA 92101-4233

1-866-ASK-CORP

**Hawaii:**
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813

**Illinois:**
Office of the Attorney General
500 South Second Street
Springfield, IL 62706

**Indiana:**
Indiana Securities Division
Secretary of State
302 West Washington Street, Room E-111
Indianapolis, IN 46204

**Maryland:**
Office of the Attorney General
Division of Securities
200 Saint Paul Place
Baltimore, MD 21202-2020

**Michigan:**
Michigan Attorney General's Office
Consumer Protection Division
Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, MI 48913

**Minnesota**:
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101
(651) 539-1699

**New York:**
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

**North Dakota:**
North Dakota Securities Department
600 East Boulevard, 5th Floor
Bismarck, ND 58505

**Oregon**
Director
Department of Consumer & Business Services
Division of Finance & Corporate Securities
P.O. Box 14480
Salem, Oregon 97309-0405
(503) 378-4140

**Rhode Island:**
Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex, Building 69-1
Cranston, RI 02920-4407

**South Dakota:**
Department of Labor and Regulation
Division of Securities
124 S. Euclid, Suite 104
Pierre, SD 57501

**Virginia:**
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219

**Washington:**
Department of Financial Institutions
Securities Division
P. O. Box 41200
Olympia, Washington 98504-1200

**Wisconsin:**
State of Wisconsin
Office of the Commissioner of Securities
201 W. Washington Ave.
Madison, WI 53703

**AGENTS FOR SERVICE OF PROCESS**

**The Franchisor has not appointed the agent identified below unless it has registered in that state, as noted in Exhibit H.**

**California:**
Department of Financial Protection and Innovation
1 Sansome Street, Suite 600
San Francisco, California 94104

**Hawaii:**
Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

**Illinois:**
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

**Indiana:**
Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204

**Maryland:**
Securities Commissioner
200 Saint Paul Place
Baltimore, Maryland 21202-2020

**Michigan:**
Department of Attorney General's Office
Consumer Protection Division
670 Law Building
Lansing, Michigan 48913

**Minnesota:**
Minnesota Commissioner of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101
(651) 539-1699

**New York:**
Secretary of State
99 Washington Avenue
Albany, New York 12231

**North Dakota:**
Commissioner of Securities
600 East Blvd., 5th Floor
Bismarck, North Dakota 58505

**Rhode Island:**
Director of Business Regulation
Division of Securities
John O. Pastore Complex 69-1
1511 Pontiac Avenue
Cranston, RI 02920

**South Dakota:**
Director
Securities Division
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

**Virginia:**
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

**Washington:**
Director
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501

**Wisconsin:**
Administrator
Department of Financial Institutions
Division of Securities
201 W. Washington Ave.
Madison, Wisconsin 53703

**EXHIBIT F TO THE DISCLOSURE DOCUMENT**

**STATE SPECIFIC ADDENDUM**

[see attached]

**ADDENDUM TO THE MEET FRESH FRANCHISING LLC DISCLOSURE DOCUMENT, AREA DEVELOPMENT AGREEMENT AND FRANCHISE AGREEMENT WITH CALIFORNIA FRANCHISEES REQUIRED BY THE STATE OF CALIFORNIA**

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

2. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPRSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

3. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the franchise agreement or area development agreement contains provisions that are inconsistent with the law, the law will control.

4. The franchise agreement and area development agreement provide for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 et seq.).

5. The franchise agreement and area development agreement contain covenants not to compete which extend beyond the termination of the franchise. These provisions may not be enforceable under California law.

6. Section 31125 of the California Corporation Code requires the franchisor to provide you with a Disclosure Document before asking you to agree to a material modification of an existing franchise.

7. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

8. You must sign a general release if you renew or transfer your franchise agreement or area development agreement. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

9. The franchise agreement and area development agreement requires mediation and, if necessary, binding arbitration. The mediation and arbitration will occur in Los Angeles County, California with each party bearing its own costs. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement or area development agreement restricting venue to a forum outside the State of California. Business and Professions Code Section 20040.5 relating to forum selection clauses restricting venue outside the state of California or arbitration may be preempted by the Federal Arbitration Act. Section 20040.5 may still apply to any provision relating to judicial

proceedings. A binding arbitration provision may not be enforceable under generally applicable contract defenses, such as fraud, duress, or unconscionability.

10. OUR WEBSITE, meetfresh.us, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

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

12. The highest interest rate allowed by law in California for late payments is 10% annually.

13. Both the governing law and choice of law for franchisees operating outlets located in California, will be the California Franchise Investment Law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

14. The franchise agreement and area development agreement contain a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 1660.

15. 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.

16. Any provision of a franchise agreement, area development agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

    (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
    (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
    (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
    (d) Violations of any provision of this division

**NEW YORK ADDENDUM**
**TO MEET FRESH FRANCHISING LLC**
**FRANCHISE DISCLOSURE DOCUMENT**

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

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT E OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

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

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is

> subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by franchisee**”: You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”:

> The foregoing choice of law should not be considered a waiver of any right conferred the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship

**WASHINGTON ADDENDUM
TO MEET FRESH FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT,
AREA DEVELOPMENT AGREEMENT, FRANCHISE AGREEMENT AND RELATED AGREEMENTS**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

The non-compete portions of the Owner Non-Compete, Non-Disclosure and Confidentiality Agreement (Schedule E to the Franchise Agreement) does not apply to Washington franchisees.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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.

The undersigned does hereby acknowledge receipt of this addendum.

Dated: ____________________

| **"FRANCHISOR"** | **"FRANCHISEE"** |
|---|---|
| Meet Fresh Franchising LLC | If Franchisee is an individual: |
| By: ________________________ | Individually: |
| | ______________________________ |
| Title: ________________________ | Print Name: ____________________ |
| | If Franchisee is a corporation or other entity: |
| | ______________________________ |
| | [Name of Franchisee] |
| | By: ________________________ |
| | Print Name: ____________________ |
| | Title: ________________________ |

**ILLINOIS ADDENDUM**
**TO MEET FRESH FRANCHISING LLC**
**FRANCHISE DISCLOSURE DOCUMENT, AREA DEVELOPMENT AGREEMENT AND FRANCHISE AGREEMENT**

Illinois law governs the agreements between the parties to this franchise.

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

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

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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.

Dated: ______________________

| | |
|---|---|
| **"FRANCHISOR"** | **"FRANCHISEE"** |
| Meet Fresh Franchising LLC | If Franchisee is an individual: |
| By: __________________________ | Individually: |
| | ________________________________ |
| Title: __________________________ | Print Name: ______________________ |
| | If Franchisee is a corporation or other entity: |
| | ________________________________<br>[Name of Franchisee] |
| | By: ___________________________<br>Print Name: _____________________<br>Title: __________________________ |

## MARYLAND ADDENDUM
## TO MEET FRESH FRANCHISING LLC
## FRANCHISE DISCLOSURE DOCUMENT, AREA DEVELOPMENT AGREEMENT AND FRANCHISE AGREEMENT

For Maryland franchisees, Item 17 of the Franchise Disclosure Document and Sections 2.B, 30 and 36 of the Franchise Agreement are amended as follows:

(1) 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.

(2) 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 right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable. The Franchise Agreement and Item 17 of the Franchise Disclosure Document is so amended.

(3) All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. The Franchise Agreement is so amended.

(4) 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 under the Area Development Agreement shall be deferred until the franchisor completes its pre-opening obligations for the first franchise agreement under the Area Development Agreement. The Area Development Agreement and Item 5 of the Franchise Disclosure Document is so amended.

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

[signature page follows]

Dated: ______________________

**"FRANCHISOR"**

Meet Fresh Franchising LLC

By: ___________________________

Title: ___________________________

**"FRANCHISEE"**

If Franchisee is an individual:

Individually:

_________________________________

Print Name: ______________________

If Franchisee is a corporation or other entity:

_________________________________

[Name of Franchisee]

By: ___________________________

Print Name: _____________________

Title: ___________________________

**MINNESOTA ADDENDUM**
**TO MEET FRESH FRANCHISING LLC**
**FRANCHISE DISCLOSURE DOCUMENT, AREA DEVELOPMENT AGREEMENT AND FRANCHISE AGREEMENT**

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

State Cover Page and Item 17, Additional Disclosures:
Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 6, Additional Disclosure:
NSF checks are governed by Minn. Stat. 604.113, which puts a cap of $30 on service charges.

Item 13, Additional Disclosures:
The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:
Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure), 180 days' notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

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.

**NOTICE TO FRANCHISEES**
**IN THE**
**STATE OF HAWAII**

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

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

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

**Registered agent in the state authorized to receive service of process: Commission of Securities of the State of Hawaii.**

## EXHIBIT G TO THE DISCLOSURE DOCUMENT

**CURRENT FORM OF ADDENDUM TO FRANCHISE AGREEMENT**
**EXECUTIVE ORDER 13224 AND RELATED CERTIFICATIONS**

TO BE COMPLETED WHEN THE FRANCHISE AGREEMENT IS SIGNED

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

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

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

| | |
|---|---|
| FRANCHISEE | FRANCHISEE |
| By: ______________________ | By: ______________________ |
| Printed Name: ______________________ | Printed Name: ______________________ |
| Title: ______________________ | Title: ______________________ |
| Date: ______________________ | Date: ______________________ |

## EXHIBIT H TO THE DISCLOSURE DOCUMENT

## STATE EFFECTIVE DATES

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

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

| STATE | EFFECTIVE DATE |
|---|---|
| California | [TBD] |
| Hawaii | [TBD] |
| Illinois | [TBD] |
| Maryland | [TBD] |
| Michigan | [TBD] |
| Minnesota | [TBD] |
| New York | [TBD] |
| Virginia | [TBD] |
| Washington | [TBD] |

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

## EXHIBIT I TO THE DISCLOSURE DOCUMENT

## RECEIPTS

[see attached]

## RECEIPT

### (RETURN THIS COPY TO US)

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 Meet Fresh Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, except as noted below.

The state laws of New York and Rhode Island require that Meet Fresh Franchising LLC give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

The state laws of Michigan require that Meet Fresh Franchising LLC give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Meet Fresh Franchising LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit E.

The franchisor is Meet Fresh Franchising LLC, located at 227 North Sunset Avenue, City of Industry, California 91744. Its telephone number is (626) 723-4924.

Issuance date: March 6, 2025.

The franchise seller for this offering is:

Name: Chingyi Fu
Address: 227 North Sunset Avenue
City, State: City of Industry, California 91744
Phone Number: (626) 723-4924

Meet Fresh Franchising LLC authorizes the agents listed in Exhibit E to receive service of process for it, where applicable.

I have received a Disclosure Document dated March 6, 2025*, that included the following Exhibits:

A. Financial Statements
B. Franchise Agreement and Schedules
    A. Franchisee Owners, Designated Owner and Accepted Location
    B. Guarantee and Assumption of Obligations
    C. Current Form of Releasing Language
    D. ADA and Related Certifications
    E. Owner Non-Compete, Non-Disclosure and Confidentiality Agreement (Non-California Franchisees)
    F. Owner Non-Compete, Non-Disclosure and Confidentiality Agreement (California Franchisees)

C. Area Development Agreement with Exhibits
  A. Development Area
  B. Development Schedule
  C. General Releasing Language
  D. Owner's Guaranty and Assumption of Business Entity Developer's Obligations
  E. Owner Non-Compete, Non-Disclosure and Confidentiality Agreement
  F. Owner Non-Compete, Non-Disclosure and Confidentiality Agreement (California Developers)
D. List of Current and Former Franchisees
E. Lists of State Administrators and Agents for Service of Process
F. State Specific Addendum
G. Current Form of Executive Order 13224 and Related Certifications
H. State Effective Dates
I. Receipts

*The effective date of this Disclosure Document may be different in your state. Please refer to Exhibit H of this Disclosure Document for a list of effective dates.

Date:___________________ ___________________________________
(Do not leave blank) Signature of Prospective Franchisee

___________________________________
Print Name

Please return this signed and dated receipt to:

Meet Fresh Franchising LLC
227 North Sunset Avenue
City of Industry, California 91744

## RECEIPT

### (KEEP THIS COPY FOR YOUR RECORDS)

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 Meet Fresh Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, except as noted below.

The state laws of New York and Rhode Island require that Meet Fresh Franchising LLC give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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If Meet Fresh Franchising LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit E.

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B. Franchise Agreement and Schedules
    A. Franchisee Owners, Designated Owner and Accepted Location
    B. Guarantee and Assumption of Obligations
    C. Current Form of Releasing Language
    D. ADA and Related Certifications
    E. Owner Non-Compete, Non-Disclosure and Confidentiality Agreement (Non-California Franchisees)
    F. California Addendum and Owner Non-Compete, Non-Disclosure and Confidentiality Agreement (California Franchisees)

C. Area Development Agreement with Exhibits
    A. Development Area
    B. Development Schedule
    C. General Releasing Language
    D. Owner’s Guaranty and Assumption of Business Entity Developer’s Obligations
    E. Owner Non-Compete, Non-Disclosure and Confidentiality Agreement
    F. California Addendum and Owner Non-Compete, Non-Disclosure and Confidentiality Agreement (California Developers)

D. List of Current and Former Franchisees
E. Lists of State Administrators and Agents for Service of Process
F. State Specific Addendum
G. Current Form of Executive Order 13224 and Related Certifications
H. State Effective Dates
I. Receipts

*The effective date of this Disclosure Document may be different in your state. Please refer to Exhibit H of this Disclosure Document for a list of effective dates.

Date:___________________ ___________________________________
(Do not leave blank) Signature of Prospective Franchisee

___________________________________
Print Name