

Franchise Disclosure Document  
**snooze**  
— mattress co.

Snooze International, LLC  
a Colorado limited liability company  
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Pueblo, Colorado 81003  
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The franchise offered is for the operation of a mattress store that specializes in selling a variety of different types of mattresses and bedding accessories under the name “Snooze® Mattress Co.” The total investment necessary to begin operation of a Snooze® Mattress Co. franchise ranges from \$197,350 to \$483,600. This includes \$50,500 to \$62,000 that must be paid to Franchisor or an affiliate and the Initial Franchise Fee of \$49,900 (as discussed in Item 5) that must be paid to the Franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact:

Brad Taylor, Vice President of Franchise Development  
Snooze International, LLC  
102 Oneida Street  
Pueblo, Colorado 81003  
(719) 467-6001

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contracts 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 <http://www.ftc.gov> for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 29, 2024

## How to Use This Franchise Disclosure Document

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

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

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

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

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

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

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

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

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

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

### Some States Require Registration

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

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

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Colorado. 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 Colorado than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, including your house, at risk if your franchise fails.
3. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (See Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
5. **Mandatory minimum payments.** "You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment."

**Snooze International, LLC**

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**ITEM 1**  
**THE FRANCHISOR AND ANY PARENTS, PREDECESSORS & AFFILIATES**

The Franchisor is Snooze International, LLC, a Colorado limited liability company, doing business as “Snooze<sup>®</sup> Mattress Co.” For ease of reference, Snooze International, LLC, will be referred to as “we,” “us,” “our,” “franchisor,” or “SIL” in this Disclosure Document. We will refer to the person or entity who buys the franchise as “you,” “your,” and “Franchisee,” throughout this Disclosure Document. If you are a corporation, limited liability company, partnership or any other entity, certain provisions of the Franchise Agreement also apply to your shareholders, members, partners, or owners and will be noted. Any such entity may be referred to as “Entity” and those who own the Entity may be referred to as “Owners.”

We are a Colorado limited liability company, incorporated on March 4, 2021. We do business under the same name as our corporate name “Snooze International, LLC” and may also use the name “Snooze Mattress Co.,” “Snooze Mattress Company” and “Snooze.” Our principal business address is 102 Oneida Street, Pueblo, Colorado 81003. We operate and sell franchises for the operation of a business known as “Snooze<sup>®</sup> Mattress Co.” (the “Business,” “Franchise” or “Franchised Business”). We offer a franchise agreement (“Franchise Agreement”) for the development and operation of a mattress store that specializes in selling a variety of different types of mattresses and bedding accessories at a specified location that is within a protected territory. Franchisor has never conducted a business of the type to be operated by franchisee. This is the first time SIL has offered franchises of the type described in this Disclosure Document, and SIL has never offered franchises in any other line of business. SIL’s agents for service of process are disclosed in Exhibit B. We do not have any parents.

Our Predecessors and Affiliates:

We have no parent. We have no predecessors during the ten (10) year period immediately before the close of the franchisor’s most recent fiscal year. There is one operating business that offers similar products and services to a Snooze<sup>®</sup> Mattress Co., which is operated by our affiliate described below. The following is a list of SIL’s affiliates including principal addresses and number of locations for each.

Our affiliate, Daydream, LLC (“DDL”), is a Colorado limited liability company that was formed on May 3, 2019. DDL shares the same physical address as us and operates two businesses substantially similar to the franchise being offered by us with locations at: 1002 N Market Plaza, Unit B, Pueblo West, CO 81007, which began operations on May 3, 2019; On or about April 1, 2022, DDL sold its previously owned business locations to a franchisee located at 5935 Dublin Blvd., Suite 120, Colorado Springs, CO 80923, and 7445 North Academy Blvd., Colorado Springs, CO 80920. On April 13, 2023, DDL repurchased the assets of the Dublin location and DDL now operates at this location. DDL will be providing franchisees with proprietary products (such as our own line of mattresses) and privately labeled products (different types of bedding merchandise that carry our brand) as an approved vendor. We and DDL are independent entities, and DDL does not assume any of our legal or other obligations, nor us of theirs. DDL does not offer franchises.

Our affiliate, Wake Up Pueblo, LLC (“WUP”), is a Colorado limited liability company that was formed on August 6, 2020. WUP’s physical address is 102 S. Oneida Street, Pueblo, Colorado 81003 and is a marketing agency. WUP may provide franchisees with all ongoing advertising, marketing and public relations videos and marketing materials as an approved vendor. We and WUP are independent entities, and WUP does not assume any of our legal or other obligations, nor us of theirs. WUP does not offer franchises.

Our affiliate, Snooze Sleep, LLC (“SSL”), is a Colorado limited liability company that was formed on January 11, 2021. SSL’s physical address is 102 Oneida Street, Pueblo, Colorado 81003 and is a supplier.

SSL may provide franchisees with products as an approved vendor. We and SSL are independent entities, and SSL does not assume any of our legal or other obligations, nor us of theirs. SSL does not offer franchises.

#### Our Business and the Franchises Offered:

The Snooze<sup>®</sup> Mattress Co. business model has been developed to offer a wide selection of different styles and brands of mattresses, bedding products and accessories. Our philosophy is centered on educating customers and pairing them up with the right mattress and bedding products that will enhance their sleeping experience coupled with expertise and superior customer service. This is a retail store typically located in lifestyle centers, shopping malls or free-standing structures (all of which must be approved by us). Each Snooze<sup>®</sup> Mattress Co. franchise has an open-style sales floor that incorporates advanced technology and an interactive create-your-own pillow kiosk while offering for sale: a wide selection of mattresses in all sizes and various brands including our proprietary brand of mattresses, a variety of box springs and frames (including adjustable box springs), a selection of pillows (in various shapes, fillings and colors), bedding accessories (such as: mattress pads, bedding sheets, blankets, comforters, etc.), limited bedroom furniture for sale (such as bedroom sets, pedestals, headboards, etc.), and an interactive furniture ordering kiosk featuring all types of different household furniture for sale in addition to offering our warranty programs, dream mapping service that uses advanced technologies to identify a customer's pressure points while laying down to help identify the best mattress, build-your-own pillow service that allow customers to make their own pillow (choosing the fabric, filling, color, etc.) and delivery services along with other mattress, bedding and furniture-related merchandise and services as approved by us.

Competition includes other mattress stores, furniture stores and retail stores operated by national chains, local chains, and independent operators, and to some extent department stores and discount warehouses offering similar products to those found in a Snooze<sup>®</sup> Mattress Co. business. You may also face competition from Internet websites. Your typical customer is anyone seeking to replace or purchase the right mattress for their body type. Generally, there is no seasonality to this business. The mattress industry in general is highly competitive throughout the United States as the market is continuously changing and evolving. We plan controlled expansion into areas that we determine can support a Snooze<sup>®</sup> Mattress Co. business to improve name recognition and our reputation through franchised businesses.

The Snooze<sup>®</sup> Mattress Co. businesses are characterized by our: distinctive, unique and recognizable exterior and interior format and layout, content, décor, color scheme and signage; different types and brands of mattresses including our proprietary brand of mattresses (which is a line of mattresses that have been developed and manufactured by us and carry our brand), products (including our privately labeled products which are products that carry our brand), services and warranty programs offered; purchasing, inventory management and operational strategies, methods, techniques and procedures; vendor and supplier relationships, specifications for all furnishings, fixtures, equipment, products and supplies used; product knowledge, presentation, merchandising and sales techniques; customer service standards, procedures for cleanliness, safety and quality control; a regional franchise web page housed within our national website, guidelines for hiring, training and retaining employees, proprietary educational platform that houses our videos, training modules and courses (which includes curriculum, lesson plans and workshops) to complement your ongoing training efforts; customer acquisition, advertising, social media, marketing and promotional strategies and materials; cost controls, management, administrative and record keeping procedures; our confidential operations manual ("Operations Manual") and other manuals which are made available either in hard copy or electronically; all of which may be changed, improved, and further developed by us periodically (collectively, the "System").

The System is identified by means of certain trade names, service marks, trademarks, slogans, logos, emblems, and indicia of origin, including the word mark "Snooze" which is registered on the

principal register of the United States Patent and Trademark Office (“USPTO”), bearing the registration number 6335914 and the word marks “Snooze” and “Snooze” are pending registration on the principal register of the USPTO bearing the serial numbers 88838846 and 88981774 respectively. You will be licensed to use not only this mark and design, but also all other service marks, trademarks, slogans, logos, and emblems as we may designate for use in connection with the System (collectively, the “Marks” and each a “Mark”).

Since the emergence of the Covid-19 pandemic, various local and state government orders have been enacted that may affect a franchisee’s operating costs and ability to conduct business. Specifically, some cities, counties, and/or states have enacted stay-at home orders, or the temporary closure of food establishments or limited capacity seating, which may affect the ability of franchisee to operate its Franchise Business. As of the date of this Disclosure Document, there are currently no government orders in effect. Other than what is stated herein, we have no knowledge of any regulations, whether local, state, or federal, which have been enacted due to Covid-19, which may affect Franchisee’s operating costs and ability to conduct business.

#### Laws and Regulations:

Generally, there are no current governmental regulations or licenses that apply specifically to operating a retail store specializing in mattresses and bedding accessories. You must comply with all local, state, and federal laws and governing agencies that apply to your Business and to the public safety including those relating to the manufacture, labeling, disposal and sale of mattresses and related bedding products (including flammability regulations, Consumer Products Safety Information Act (“CPSIA”) and other product safety laws). You are responsible for checking the laws of the state, and local government in which you intend to conduct business to determine if you are required to obtain any permits or if there are any licensing or registration requirements and other statutes, codes, rules, regulations, or ordinances specific to your Business. You must know such laws and regulations in your locality and must make sure that you and all your employees who work in your Business comply with any such laws and regulations as well as obtain any licenses, certifications or permits required by your locality for performing work in your Business. It is your sole responsibility, to investigate, satisfy and remain in compliance with all local, state, and federal laws in addition to obtaining and keeping in force all necessary certifications, licenses, registrations, and permits required by public authorities, since they vary from place to place and can change over time. You are responsible for obtaining all certifications, licenses, registrations, and permits required to operate your specific Business.

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

## **ITEM 2** **BUSINESS EXPERIENCE**

**President/CEO: Matt Smith:** Matt has been serving as our President since our inception in March 2021 to present based in Pueblo West, Colorado. From May 2019 to present, he has been serving as a President for our affiliate, Daydream, LLC, based out of Pueblo West, Colorado while also serving as President for our affiliate Wake Up Pueblo, LLC from August 2020 to present based out of Pueblo West, Colorado. From February 2000 to June 2018, Matt served as Sales at Denver Mattress Company based out of Denver, Colorado.

**Chief Marketing Officer (“CMO”): Eric Thompson:** Eric has been serving as our CMO since our inception in March 2021 to present based out of Pueblo West, Colorado. From May 2019 to present, he has been serving as President of Operations for our affiliate, Daydream, LLC, based out of Pueblo West,

Colorado while also serving as President of Operations for our affiliate Wake Up Pueblo, LLC from August 2020 to present based out of Pueblo West, Colorado.

**Vice President of Franchise Success: Isaiah Gonzales** Isaiah has been serving as our Director of Training since our inception in March 2021 to present based out of Pueblo West, Colorado. From May 2019 to present, he has been serving as a Store Manager for our affiliate, Daydream, LLC, based out of Pueblo, Colorado.

**Vice President of Franchise Development: Brad Taylor:** Brad has been serving as our Vice President of Franchise Development since December 2023 to present based out of Minneapolis, Minnesota. From June 2023 to present, Brad served as Director of Sales for Perspire Sauna based out of Mesa, California. From January 2015 to Present, Brad has served as owner of GameChangers Consulting based out of Chisago City, Minnesota.

**Director of Design: Jennifer Smith:** Jennifer has been serving as our Director of Design since our inception in March 2021 to present based out of Pueblo, Colorado. From May 2019 to present, she has been serving as a Sales Manager for our affiliate, Daydream, LLC, based out of Pueblo, Colorado.

**Chief Success Officer: Joe Paviglianti:** Joe has been serving as our Chief Success Officer since July 2023 to present based out of Pueblo, Colorado. From February 2019 to May 2023, Joe served as Executive Vice-President of Sales for Southerland Mattress Company based out of Nashville, Tennessee.

**Executive Vice President of Franchise Operations: George Winn:** George has been serving as our President of Franchise Operations since May 2021 to present based out of Pueblo, Colorado. From November 2017 to May 2021, George served as the Senior Training Consultant for LeaderQuest, LLC based out of Colorado Springs, Colorado.

**Franchise Finance Manager/Human Resources: Leah Pulsifer:** Leah has been serving as our Franchise Finance Manager and human resources since October 2021 to present based out of Pueblo West, Colorado. From May 2021 to October 2021 she served as Bookkeeper of Baha Construction based out of Pueblo, Colorado. From February 2014 to March 2022, Leah served as HR Manager and Payroll/AP for Vision Mechanical based out of Pueblo, Colorado.

### **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**

The Initial Franchise Fee for a single area Franchise (the “Initial Franchise Fee”) is \$49,900 for a Snooze<sup>®</sup> Mattress Co. Business in a protected area. The protected area of a Franchise is determined once a location is identified and approved by us. The Initial Franchise Fee also includes the development of a custom local

web page for your Business housed within our national website a custom local webpage for your business housed within our national website, access to our self-study program and related materials to be completed prior to attending our initial training program, a copy of our proprietary operations manual, our comprehensive five-day training program at our corporate headquarters, and up to three days of assistance and guidance at your location for either pre-opening or grand opening assistance. You must purchase specific furniture, fixtures, products and supplies from us, our affiliates, or our approved vendors and/or suppliers and you must purchase all proprietary and privately labeled products only from our affiliate Daydream, LLC which is estimated to be between \$50,500 to \$62,000 and the cost for these items may not be refundable (as described in Item 7 and Item 8). You will be provided with a list of approved vendors and suppliers to purchase all furnishings, fixtures, equipment, products, and supplies from necessary to operate your Business during the initial training program. At the time you sign your Franchise Agreement or at any time you are in good standing under your Franchise Agreement, you may be offered the opportunity to purchase a second franchise for \$39,500 or you may be offered the opportunity to purchase a third franchise for a total discounted initial franchise fee of \$119,500, if we offer additional franchises to you and if you meet the following minimum conditions: (a) you must satisfy our then-current qualifications and training requirements; (b) not be in default of the Franchise Agreement; and (c) you must execute our then-current franchise agreement.

The Initial Franchise Fee is paid in a lump sum at the time the Franchise Agreement is signed, is non-refundable and is deemed fully earned upon the opening of the Business for the deliverables described above and as provided in the Franchise Agreement. In certain states, as required by state authorities based on a review of our financial statements, we may defer our receipt of the Initial Franchise Fee and all other initial payments or deposit them into escrow until we have met our initial obligations to you (see state addenda in Exhibit D).

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

The Option Fee is not refundable and is payable in full when you sign the Option Agreement, as applicable, except as provided in Exhibit F. We have established a program for qualified veterans of the United States who have been honorably discharged to receive a discount of 10% off the Initial Franchise Fee when purchasing a franchise. This program does not apply to additional franchises. We retain the right in our sole discretion to modify or terminate this veteran discount program at any time with or without notice. The factors concerning our decision to modify or terminate the veteran discount program include the number of franchises that we sell, the number of veterans that are interested in purchasing a franchise and the quality of veteran applicants that we receive.

At this time, we do not offer a referral fee program, whereby Franchisees can receive a flat referral fee for referring a third-party franchise prospect to us; however, we retain the right to create a referral fee program in the future.

**ITEM 6  
OTHER FEES**

<u>Type of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Royalties	5% of Gross Revenues per month starting immediately once the Business is open for operation, or a flat fee, whichever is greater.	Due by the 5 <sup>th</sup> day of each month for the previous month.	See Note 1
System Advertising Fee	2% of Gross Revenues per month starting immediately once your Business is open for operation	Due by the 5 <sup>th</sup> day of each month for the previous month.	We may increase this fee upon 90 days' written notice to you. However, your total contribution will not exceed the higher of 3% of Gross Revenue per month, in any calendar year. See Note 2 and Item 11.
Local Advertising	A minimum of at least 10% of Gross Sales Target or no less than \$5k per month for the first year of operation and then at least 5% of gross sales thereafter.	Spent by you to promote your Business locally	See Item 11
Interest and Late Charges	1.5% per month or maximum rate allowed by law, plus \$25 provided the interest rate cannot exceed the maximum legal rate.	After due date of fees	See Note 3
Audit Expenses	Cost of Audit Fees plus interest on amounts owed @ 18% per annum (1.5% per month) up to the maximum interest rate allowed by law.	Ten days after receipt of audit report	Payable to us if you understate Gross Revenues by 2% or more. We expect the cost to be between \$4,500- \$7,500 unless your financial records are not well kept.

<p>Additional Training</p>	<p>\$250 per person per day or costs of third-party charges.</p>	<p>At time training is scheduled and/or additional assistance is requested by you</p>	<p>While the Initial Franchise Fee includes the cost of our initial training program, the Initial Franchise Fee only covers training for up to three individuals. See Item 11.</p> <p>Additionally, this fee is applicable to the transferee upon an approved transfer of the Franchise for the initial training program and additional training.</p>
<p>Costs and Attorney's Fees</p>	<p>Will vary under circumstances</p>	<p>As Incurred</p>	<p>Payable as incurred by us in any action for the enforcement of any item of the Franchise Agreement. See Note 4</p>
<p>Indemnification</p>	<p>Will vary under circumstances</p>	<p>On Demand</p>	<p>As Incurred; See Note 4</p>

<p>Technology and Software Fees for Ongoing Support</p>	<p>Currently \$500-\$550 per month for usage of POS system software, updates, and ongoing support.</p> <p>Currently \$200-\$225 per user per month for the use and ongoing support of specific third-party customer relationship management software necessary for the operation of your Business.</p> <p>Currently \$95-\$110 per month for the use and ongoing support of specific third-party door count software necessary for the operation of your Business.</p> <p>Currently .2% of annual sales for integration of the POS to accounting system.</p> <p>Currently, \$130 per month for user fee for daily, weekly, and monthly numbers.</p> <p>Snooze Media Streaming upkeep, support, and maintenance \$50/ month</p>	<p>Monthly</p>	<p>Payable to us, our affiliates and/or approved vendors. See Note 5</p>
<p>Music Subscription Fees</p>	<p>Currently \$10-\$25 per month to subscribe to a music service necessary for the operation of your Business.</p>	<p>Monthly</p>	<p>Payable to us, our affiliates, or approved vendors. See Note 6</p>
<p>Security Alarm Fees</p>	<p>Currently \$30-\$55 per month for security alarm monitoring services</p>	<p>Monthly</p>	<p>Payable to us, our affiliates and/or approved vendors. See Note 7</p>
<p>Web Page Edits, Updates, Changes, Maintenance and Promotion Fee</p>	<p>Currently at \$65-\$125 per hour that may be necessary to update and/or promote your web page.</p>	<p>As Incurred</p>	<p>Payable to us, our affiliates and/or approved vendors. See Note 8</p>

Maintenance Fee	Immediately after signing you will be assessed a monthly maintenance fee of \$500 until your store opens	On Demand	Payable to us
Product, Vendor and Equipment Assessment Fee	\$100 per product or vendor \$300 for equipment testing	On Demand	Payable to us. See Note 9
Digital Marketing Fee	\$300	Due by the 5 <sup>th</sup> day of each month for the previous month.	Payable to us, our affiliates and/or approved vendors. See Note 10
Shared DMA Integrated and Co-Op Advertising Fund	5% of Monthly Gross Revenue	Due by the 5 <sup>th</sup> day of each month for the previous month.	Payable to us; See Note 11
Transfer Fee	A flat fee of \$5,000 when you transfer a part (less than 49% of all the assets) of the Business or a flat fee of \$10,000 when you transfer all of the Business (more than 49%). If transferee came from our lead database, you may be required to pay the then-current referral fee to us plus any costs associated with applicable broker fees.	At the time the transferee signs the Franchise Agreement in effect for transfer or sale	Payable to us when the Franchise Agreement or a material portion of the assets in the Business is transferred.
Renewal Fee	None	At the time of the five-year renewal period for each Franchise.	For the same protected area

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

<p>Refresher Training and/or Continuing Education</p>	<p>Will vary under circumstances. Continuing education is estimated not to exceed \$250 per person per day plus your travel expenses or our expenses if we come to your location.</p>	<p>As Incurred</p>	<p>The location for refresher and/or continuing education will be at our headquarters although we reserve the right to provide them over the internet or phone. There may be an annual conference for all franchisees to attend and other conferences as needed. See Item 11, (14iii)</p>
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Except as stated above, you pay all fees to us and they are uniformly imposed. All fees are non-refundable.

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

The royalty obligation begins immediately after your Business is open for operation then continues for the term of your Franchise. The royalty is due and payable by the 5<sup>th</sup> day of each month but is to be received how we specify. The royalty rate is 5% of Gross Revenues for your previous month, or a flat fee based on the scale below, whichever is greater, for the entire term of your Franchise Agreement. If your Franchise Agreement is terminated, you may be required to continue royalty payments for the remaining term of your Franchise Agreement.

<p><b>Royalty Month:</b></p>	<p><b>Your Minimum Royalty Payment Will Be:</b></p>
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Months 0-6	5% of your Gross Revenues or \$500
Months 6-12	5% of your Gross Revenues or \$1000
Months 12-18	5% of your Gross Revenues or \$1500
Months 18-24	5% of your Gross Revenues or \$2000
Remainder of Term	5% of your Gross Revenues or \$2500

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

**Note 2:** You will pay us a System Advertising Fee contribution equal to 2% of your monthly Gross Revenues as defined in the Franchise Agreement. The System Advertising Fee is imposed by us and collected by us and all System Advertising Fees are non-refundable. The System Advertising Fee begins immediately once your Business is open for operation and is due by the 5<sup>th</sup> day of each month and continues for the term of your Franchise. We may raise, discontinue, or reduce the contribution, but your total monthly contribution will not exceed 3% per month of your Gross Revenues in any calendar year. Gross Revenue is defined in the Franchise Agreement and in Note 1 above. You pay the System Advertising Fee contribution at the same time and under the same terms as the royalty described above. System Advertising Fees are uniformly imposed on all franchisees.

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

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

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

imposed only by us and collected only by us. Indemnification costs may vary based on the claims, lawsuits, and losses that we incur arising out of your operation of the Business (Franchise Agreement Section XVIII).

**Note 5:** You are required to use specific point of sale (“POS” or “POS system”) software for the operation of your Business. The POS software is specific to the retail industry that manages customer information and everything from tracking inventory to sales and incorporates reporting functionality. The technology fee is for POS support, the usage of such software in addition to ongoing software support, which is currently \$500-\$550 per month per POS system for up to twenty users. We would expect that you would not need more than three users for your Business. Technology fees are payable to our approved vendors.

You are also required to use a specific third-party customer relationship management software program for the operation of your Business. This software program is specific to the retail and sales industry that provides customer follow up functionality that includes sending messages and announcements electronically and via text, allows customers to post reviews and integrates well with other third-party software programs. The software fee for the usage and ongoing support of such program is currently \$200-\$225 per user per month regardless of the number of end users, messages being sent, and size of your database. Software fees are payable to us, our affiliates, or approved vendors.

You are also required to use a specific third-party door count software program for the operation of your Business. This software program is specific to the retail industry that ties directly into the camera surveillance system, provides real-time counts of customers that enter the Business, records visual images of customers, and integrates well with other third-party software programs. The software fee for the usage and ongoing support of such program is currently \$95-\$110 per location per month regardless of the number of cameras you have in your Business. Software fees are payable to us, our affiliates, or approved vendors.

You will already have access to all the software programs mentioned above prior to your Business being open for operation as all initial software fees were already accounted for in your estimated initial investment (see Item 7). It is your responsibility to install and upgrade all software used for your Business. You may have to sign a license agreement to use such third-party software. It is also your responsibility to install and upgrade any technology and networking functionality necessary to implement and continue to use such software. You will have sole authority and control over the use of all software, day-to-day operations of the Business and your employees. At no time will your employees be deemed to be employees of ours. Software fees are non-refundable, uniformly imposed and we may change the software requirements upon 90 days’ prior written notice to you and you will be required to adhere to the new software requirements and fees at your own expense. Software fees may be changed in response to any increase in the United States Consumer Price Index; if the vendors for such software increase usage fees; if additional functionality and/or features become available; or if we or the manufacturers of such software believe that conditions in the overall economy or in the market for such software warrant any change in fees. Software fees are uniformly imposed, non-refundable, and collected by us, our affiliates, or our approved vendors (Franchise Agreement Section X.E, XII.H, XII.I and XX.A).

**Note 6:** You are required to obtain a commercial-free music subscription from our approved vendors for the operation of your Business. Such music subscription allows you the ability to have streaming commercial and royalty free music in your Business. Music subscription fees range from \$10-\$25 per month and are payable to our approved vendors. It is your responsibility to install and upgrade the music equipment and software required for such music subscription for your Business. We may change such music subscription requirements upon ninety (90) days’ written notice to you and you will be required to adhere to our new music subscription requirements at your expense. Music subscription fees may increase from our vendors in response to any changes in the United States Consumer Price Index, if additional services are purchased or if conditions in the overall economy or in the market for such music services and licensing warrant any change in fees. Music subscription fees are non-refundable and are uniformly imposed and

collected only by us, our affiliates, or our approved vendors (Franchise Agreement Sections X.F, XII.H and XII.I).

**Note 7:** You are required to use a professional security alarm monitoring service for your Business. It is your responsibility to manage the security alarm system and all required equipment for your Business. Currently security alarm fees are \$30-\$55 per month and payable to our approved vendors. We may change such security alarm requirements upon ninety (90) days' written notice to you and you will be required to adhere to our new security alarm requirements and fees at your expense. Security alarm fees may increase or decrease depending on your usage, may increase from our vendors in response to any changes in the United States Consumer Price Index, if additional services are purchased or if conditions in the overall economy or in the market for such security alarm services warrant any change in fees. Security alarm fees are non-refundable (Franchise Agreement Sections X.G and XII.H).

**Note 8:** We, our affiliates, and/or our approved vendors will complete all changes, updates, and promotions to your web page. Any requests for changes or updates to the content of your web page and/or any type of website promotion you wish to do must be approved by us in writing and performed by us, our affiliates and/or our approved vendors. We will respond to you within 30 days of our receipt of your request for all web page changes. The web page maintenance and promotion fee is currently \$65-\$125 per hour and is payable to us, our affiliates, or our approved vendors. We may change our web page maintenance and promotion fee requirement upon 90 days' notice to you and you will be required to adhere to our new web page maintenance and promotion fee requirements at your expense. The fees may be changed in response to any increase in the United States Consumer Price Index, if we choose to offer additional features, if we choose to provide additional web pages or if we believe that conditions in the overall economy or in the market for services warrant any change in fees. Web page maintenance and promotion fees are non-refundable and are uniformly imposed and collected only by us, our affiliates, or our approved vendors (Franchise Agreement Section X.I).

**Note 9:** You will be required to obtain our written approval for any product, vendor, and/or supplier or piece of equipment that you wish to use in the operation of your Business (as described in Item 8), and you will be responsible for paying us an assessment fee. This fee is \$100 for any single product, vendor, and/or supplier you wish to offer, use, and/or substitute in your Business. The fee for equipment testing is a minimum of \$300 per piece or any reasonable amount we determine from time to time. We may waive these fees if the equipment, products, vendors, and/or suppliers you select meet our requirements and are added to our approved list of equipment, products, vendors, and/or suppliers for all franchise locations. All product, vendor, and equipment testing assessment fees are payable only to us and collected only by us. Product, vendor, and equipment testing fees are non-refundable and are uniformly imposed (Franchise Agreement Section X.J).

**Note 10:** You will be required to obtain and use digital marketing package, which includes search engine optimization (SEO) monitoring, keyword optimization on franchisee's localized pages on the website, and content optimization. This fee is \$300 and is payable to us, our affiliates, or our approved vendors. Digital Marketing Fees are uniformly imposed on all franchisees (Franchise Agreement Section X.K).

**Note 11:** Shared DMA Integrated and Co-Op Advertising Fund, designed to support cooperative advertising and promotional endeavors within shared designated market areas (DMA). Franchisees that operate in a shared DMA commit a percentage of their gross sales to this fund on a monthly basis, pooling resources to amplify brand visibility and market presence in shared DMAs. The fund is dedicated solely to advertising activities across various channels, with franchisee engagement and collaboration being paramount. Administration is overseen by us, ensuring funds are utilized effectively, with regular reporting provided to franchisees. The agreement remains in effect until terminated. Fund disposition is at our

discretion. This cooperative effort fosters brand growth and market penetration for franchisees within their respective markets (Franchise Agreement Section X.L).

**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**  
**YOUR ESTIMATED INITIAL INVESTMENT**

<b>Type of Expenditure</b>	<b>Low Amount</b>	<b>High Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be Made</b>
Initial Franchise Fee	\$49,900	\$49,900	Lump sum	At signing of the Franchise Agreement	Franchisor See Item 5
Technology	\$16,000	\$30,500	As incurred	Before Opening	Payable to us, our affiliates, or approved vendors. See Note 1
Equipment, Furniture and Fixtures	\$46,000	\$119,000	As incurred	Before Opening	Payable to us, our affiliates, or approved vendors See Note 2
Real Estate	\$3,750	\$49,000	As incurred	Before Opening	Landlord See Note 3
Leasehold Improvements	\$5,000	\$30,000	As incurred	Before Opening	Landlord See Note 4
Utility Deposit	\$300	\$1,000	As incurred	Before Opening	Local Utility Suppliers
Signage	\$6,500	\$15,000	Lump sum	Before Opening	Approved Vendors

Start Up Inventory	\$8,500	\$30,000	Lump sum	Before Opening	Payable to us, our affiliates, or approved vendors; See Note 5
Grand Opening Marketing	\$20,000	\$20,000	As incurred	Over the course of two months.	Local Vendors
Staffing	\$900	\$4,000	As incurred	Spent over the course of one month prior to opening and the first month your Business is open for operation	Salaries and Expenses
Insurance	\$1,200	\$3,000	Lump sum	Spent over the course of twelve months	Payable to third parties; See Note 6
Uniforms	\$300	\$500	Lump sum	Before Opening	Payable to us, our affiliates, or approved vendors. See Note 7
Travel, Lodging and Meals for Initial Training Program	\$3,500	\$5000	As incurred	Before Opening	See Item 11
Business Licenses, Permits, Certifications and other Professional Fees	\$500	\$1,700	As incurred	Before Opening	Appropriate licensing authorities and third parties

Site location, analysis, Evaluation; and Real Estate Services Fees	\$5000	\$5000	Lump Sum	Before Opening	Payable to Us, or our affiliates. See Note 8
Professional Services Fees	\$20,000	\$60,000	As incurred	Before Opening	Payable to approved vendors and third parties. See Note 9
Operating Expenses and Additional Funds	\$10,000	\$60,000	As incurred	Spent over the course of the first three months	See Note 10
<b>Total</b>	<b>\$197,350</b>	<b>\$483,600</b>			

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

**Note 1:** You must purchase only approved technology items that meet our specifications, which may change from time to time and such items must be purchased through us, our affiliates and/or vendors or suppliers approved by us. All such items may not be refundable depending on the terms of the invoice or purchase agreement (Franchise Agreement Sections XII.H, XII.I and XX.I).

**Note 2:** This is an estimate for the items you will need for equipment, furnishings, and fixtures. You must purchase various pieces of equipment, furniture, and fixtures for the operation of your Business as specified in the Operations Manual. The type of equipment you will need to operate the Business includes but is not limited to dream mapping technology system, pillow fill machine, manual pallet jacks, dollies, ladders, refrigerator, microwave, and other types of equipment approved by us. Actual furniture and fixture costs may vary due to square footage. The low end of the estimate takes into account you finance the dream mapping technology system and pillow machine. The high end of the estimate takes into account you purchase the dream mapping technology system and pillow machine. We base our estimates on the costs that our affiliate incurred in opening their company-owned location. If applicable, you must also pay state and local sales tax on purchases of equipment, furnishings, and fixtures. The sales taxes may range from 3% to 10% of the purchase price and are not included in these estimates. You are responsible for paying all applicable sales taxes. You must purchase all equipment, furnishing, and fixtures from us, our affiliates, or our approved vendors and suppliers. In addition, you must purchase all equipment, furnishings, and fixtures that meet our specifications, which may change from time to time. The cost of all equipment, furnishings, and fixtures will depend on financing terms available, the condition of the equipment, furnishings, and fixtures and other factors. You may be able to take advantage of tax benefits for the purchase of all your equipment, furnishings, and fixtures as you are encouraged to talk with a tax professional. The estimate for the equipment, furnishings, and fixtures do not include shipping, delivery, or installation costs and the

expenses for your equipment, furnishings, and fixtures may or may not be refundable depending on the terms of your invoice or the purchase agreement (Franchise Agreement Sections XII.H, XII.I and XX.H).

**Note 3:** A typical Snooze<sup>®</sup> Mattress Co. business is in a lifestyle center, shopping mall, or free-standing building with approximately 1,500-4,000 square feet of space. Cost per square foot will depend on your geographic area and we estimate such costs to be approximately \$1.25 per square foot per month (approximately \$15 per square foot annualized) on the low end and approximately \$3.70 per square foot per month (approximately \$44 per square foot annualized) on the high end. We used these figures for the low and high estimates given above when leasing a space with moderate to high visibility. These sums do not include common area maintenance fees which (if applicable) will vary depending on your location or any sums for the purchase of real property, as we do not expect that you will buy real property. Our estimate includes first month's rent and a security deposit. Real estate costs depend on location, size, visibility, economic conditions, accessibility, and competitive market conditions. You may be able to reduce this expense if you are able to occupy a space in an existing location that compliments another business. The space must be enclosed and separate from other businesses with its own locking door. We base our estimate on the costs that our affiliate incurs when leasing space for their company-owned location. Lease payments for periods of time that you occupy your premises may not be refundable. In the event you leave your leased premises before the termination of your lease, you may owe the landlord payment for the entire lease term depending on the terms and conditions of your lease. Whether or not any lease payments are refundable depend on the terms and conditions of your lease agreement.

**Note 4:** We advise you to find a space needing minimal leasehold improvements. In most cases you will need to alter the interior of your Business before you open for operation and you may need to install flooring according to our specifications. A typical Snooze<sup>®</sup> Mattress Co. business has one large open sales floor, one back office, one storage room and one unisex bathroom. Leasehold improvement costs will vary widely and may be significantly higher than what is projected in the table above depending on factors such as property location, the condition of the property and the extent of alterations required for the property (such as electrical and plumbing). The high-end estimate does not reflect the potential need to add lighting, bathrooms, fire sprinklers, fire alarms and modify and/or add an HVAC system that entails mechanical, electrical, and plumbing costs. We base our estimates on the costs that our affiliate incurred in building out their company-owned location. You should investigate all these costs in the area in which you wish to establish your Business. We will provide you with standard layouts and design options for your Business; however, it is your responsibility to hire an architect to create a complete set of drawings based on the size of your facility and local permitting requirements. Architect and permitting costs are not included in this estimate. You may incur greater or lesser leasehold improvement costs depending on your ability to negotiate leasehold improvements with your landlord. Whether or not any build-out expenses are refundable depends on the terms and conditions of your contracts with construction and mechanical contractors, as well as your lease agreement (Franchise Agreement Section XII.S and XII.T).

**Note 5:** You must purchase a variety of different products and supplies for the general operation of your Business as specified in the Operations Manual. You must purchase only approved products and supplies, and you must purchase products and supplies that meet our specifications, which specifications may change from time to time in our discretion. Your initial inventory of products and supplies will vary according to your geographical area, time of year, size of your facility, availability of products, your decisions regarding the appropriate mix of products for your market, anticipated sales volume, and current market prices. We will provide you with a written list of approved products you must offer for sale and a written list of approved vendors and/or suppliers from which you must purchase products and supplies to operate your Business. All required items to be purchased must be purchased through us, our affiliates, or our approved vendors and suppliers, except all advertising and promotional materials and miscellaneous forms must be purchased directly from our affiliate. We base our estimate of product and supply costs that have been incurred by our affiliate when opening their company-owned locations. This estimate does not include

shipping costs which (if applicable) are your responsibility. Whether or not any of the purchases for products or supplies that you purchase are refundable depends on the terms of the invoice or purchase agreement (Franchise Agreement Sections XII.I, XX.H and XX.I).

**Note 6:** This estimated amount represents twelve months of pre-paid insurance premiums that does not take into account workers' compensation insurance which may vary greatly by state, payroll, and classification. You must obtain and keep general liability insurance and product liability insurance (covers you for damages that result in injury from products that you sell and distribute) with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate or in amounts we may require to reflect inflation, identification of new risks, changes in law or other relevant changes in circumstances. You are also required to obtain property and casualty insurance that covers the assets of the Business, "All Risk" insurance coverage for property that is not included in other insurance policies, employer's liability insurance and business interruption insurance. Due to varying factors that affect the cost of workers' compensation, the cost of workers' compensation is not included in this estimate. We may change insurance requirements on reasonable notice to you. Whether or not insurance premiums are refundable depends on the terms of your insurance policies. In general, the cost of insurance coverage will vary depending on the carrier's charges, terms of payment and your claims history (Franchise Agreement Section XIII).

You may need other insurance such as: tenant's liability, professional liability insurance (covers you for damages that you create that do not result in property or bodily injury), employment practices liability insurance, cyber liability insurance, automobile liability insurance and employee dishonesty insurance are optional; however, we may require you to obtain this coverage in the future with liability limits of amounts we specify. We may change these insurance requirements on reasonable notice to you. There are no other insurance requirements. Whether or not any insurance premiums are refundable depends on the terms and conditions of your insurance policies.

**Note 7:** You must purchase and maintain an inventory of approved uniforms for the operation of your Business. All uniforms must meet our specifications, which may change from time to time. You will need a minimum inventory of pajamas (tops and bottoms) that incorporate our logo for your first month of operation. The number of pajamas you will need will vary depending upon the number of employees you hire. You are required to purchase pajamas either from us, our affiliates, or our approved vendors. This estimate does not include any setup fees or shipping costs which (if applicable) are your responsibility. Expenses for uniforms may not be refundable depending on the terms of your invoice or the purchase agreement (Franchise Agreement Sections XII.F, XII.I, XX.H and XX.I).

**Note 8:** You must purchase the site evaluation and real estate services, which includes guidance and assistance in site identification, analysis, selection, and negotiation from our real estate team. You must pay a flat fee of \$5000 at the time the site selection process begins, which covers all expenses of the travel team to travel, analyze and assist with negotiations for the site, which may also include, upon your request, a letter of intent submitted on your behalf. You are responsible for legal review of any lease and other documents, as we do not provide legal services.

**Note 9:** You must retain and pay for the services of various third-party professionals to advise and assist you in areas including but not limited to: the formation and structure of your business (if you are an entity), the review of the Franchise Agreement, lease review, design and construction of your Business. These professionals may include attorneys, data/technology support, accountants, architects, real estate, designers, and other professionals and are necessary for the opening and operation of your Business.

**Note 10:** Estimate includes minimum working capital for the startup of your Business. This also includes estimates of miscellaneous startup costs such as: rent for an additional two months (first months' rent is already included above), purchasing additional inventory of products or supplies; shipping and delivery

costs, additional payroll expenses, hiring additional employees, workman's compensation insurance payments, tax deposits, prepaid expenses, additional permits, architect fees, legal fees, accounting fees, and other miscellaneous costs. You may be able to secure a revolving line of credit with a lender or different vendors which will minimize the amount of working capital you need for additional inventory.

**Total Estimated Initial Investment.** The total estimated initial investment is an estimate only of the range of startup expenses you may incur. We relied on our principals' combined expertise when preparing these figures. We base our estimates on the costs that our affiliate incurred in operating their company-owned location. The actual amount of funds you will need depends on a variety of factors, including the size of your facility, the location of your Business, amount of leasehold improvements you have to make to your facility, the time of year when you start your Business; the amount of equipment, furniture and fixtures you purchase and if you choose to finance some of the equipment; the amount of inventory you purchase, the number of employees you hire, implementation of a marketing plan, your own management skill, economic conditions, competition in your area and other factors. The estimate of initial investment funds is based on an owner-operated business and does not include salaries or benefits for full-time employees.

These figures are just estimates. This estimate of startup costs is calculated for a period of three (3) months (except as stated otherwise), with additional operating capital to be available as may be needed during the initial phase. These costs do not include your Royalties or System Advertising Fees which begin immediately once your Business is open for operation. These costs should be included in your projections of overall operations costs beginning with your first month of operation. These amounts are estimates only and specific amounts will vary with local market conditions, which are outside our control. You should review the figures carefully with a business advisor and identify your individual expenses along with cash flow projections before making any decision to buy the Franchise.

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

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

We may offer or designate others to offer certain furnishings, fixtures, equipment, products, supplies or services and we may become approved suppliers or the only approved supplier(s) for these and other furnishings, fixtures, equipment, products, supplies, and services. The type of equipment you will need to operate the Business includes but is not limited to: dream mapping technology system, pillow fill machine, manual pallet jacks, dollies, ladders, refrigerator, microwave, and other types of equipment approved by us. The furnishings and fixtures necessary to operate your Business includes but is not limited to: desk, tables, chairs, file cabinets, custom reception countertops, floor display units (which is a variety of different mattresses, box springs, bases, and headboards), furniture fixture kiosk, floor and wall racking systems, shelving units and storage racks all necessary for the operation of your Business. The types of products and supplies include but are not limited to a small inventory of: various brands of mattresses (including our proprietary brand of mattresses), box springs and frames, different types and sizes of pillows, bedding accessories (such as: mattress pads, bedding sheets, blankets, comforters, etc.), handheld tools (such as: battery operated drivers, wrench set, ratchets, cutters, etc.), supplies (such as: cleaning and office supplies) in addition to brochures, flyers, miscellaneous forms, and other products or supplies as specified by us. There is no need to purchase a large inventory of mattresses or any inventory of bedroom or household furniture because such items are expected to be purchased on an as-needed basis and drop

shipped directly to you or your customers. The furnishings, fixtures, equipment, products, supplies, and services include: equipment (such as: dream mapping technology system, pillow fill machine, pallet jacks, dollies, etc. as described in Item 7), furnishings, and fixtures (such as: tables, countertops, floor, and racking units, etc. as described in Item 7), technology items (such as: POS system, computers, software, camera surveillance system, flat screen televisions, security alarm system, telephones and sound system), products (which includes: various brands of mattresses, box springs, and frames, different types and sizes of pillows, bedding accessories, etc. as described in Item 7), The types of technology items you must purchase are a POS system, computers or laptops, tablets, software, flat screen televisions, camera surveillance system, security alarm system, telephones, and a sound system for the operation of your Business as specified in the Operations Manual. You are required to purchase our proprietary products (which is our line of mattresses that have been developed and manufactured by us and carry our brand), our privately labeled products (which are different types of bedding merchandise developed by a third-party vendor and carry our brand), supplies (such as: general office and cleaning supplies), uniforms, signage, POS and software support service providers, merchant service providers, third-party financing providers, security alarm providers, music service providers, promotional merchandise, printed advertising materials, promotional items, show and event marketing opportunities, vendor, co-branding, or affinity programs. You cannot purchase unapproved furnishings, fixtures, equipment, products, supplies and services from any vendors and/or suppliers that are not on our pre-approved list without our written permission. We will provide you with: a written list of approved furnishings, fixtures, equipment, products and supplies you can use and offer for sale in your Business; recommended procedures and strategies when purchasing furnishings, fixtures, equipment, products, and supplies for your Business; and a written list of approved vendors and/or suppliers to purchase such items from during our initial training program. Currently we are not the only approved supplier for such furnishings, fixtures, equipment, products, supplies and services that you are required to use for the operation of your Business, except you must purchase all promotional and marketing materials and miscellaneous forms and updates to such materials, from us or our affiliate. As of the date of this Disclosure Document, all updates to such promotional and marketing materials are optional, but we may in the future mandate that you purchase certain updates at your expense. We require this in order for you to sell products from our approved products list. If we develop any additional products or proprietary equipment or software in the future, you must purchase such items from us, our affiliates and/or approved manufacturers or suppliers. We have negotiated purchase arrangements with vendors and/or suppliers on the approved furnishings, fixtures, product, and supplies list for the benefit of you in the areas of costs and customer support. There are no supply contracts at this time.

DDL, which is our affiliate, was previously the only approved vendor and supplier for all mattresses, pillows, pads, sheets, proprietary and privately labeled products to be purchased by you for the operation of your Business. Our affiliate, DDL, received \$\$56,670.72, in total revenue from purchases for such items in the last fiscal year which equaled 4.1% of our affiliate's total revenues. Our affiliate, SSL, will replace DDL as the only approved vendor and supplier for all mattresses, pillows, pads, sheets, proprietary and privately labeled products to be purchased by you. SSL received \$22,733.24 in total revenue from purchase for such items in the last fiscal year which equaled 28.8% of our affiliate's total revenues. Wake Up Pueblo, LLC is also our affiliate and an approved vendor and supplier for all ongoing advertising, marketing and public relations videos and marketing materials to be purchased by you for the operation of your Business. Wake up Pueblo did not receive any revenue in the prior fiscal year.

You are required to adhere to the standards and specifications established periodically by us with respect to your Snooze<sup>®</sup> Mattress Co. business (also referred to as the "Store"), all products and services (including warranty programs) offered; furnishings, fixtures, equipment, products and supplies used and purchased only from our approved vendors; purchasing strategies, pricing guidelines, merchandising and presentation standards; operational procedures, cleanliness standards, advertising, marketing, vendors and services to be used through your Business and other items for the operation of your Store. We will provide you with a written list of pricing guidelines, merchandising and presentation standards during our initial

training. You must operate the Store in strict conformity with the methods, standards, and specifications that we prescribe in the Operations Manual or otherwise in writing. You must maintain a sufficient supply and use, sell, or offer at all times only those furnishings, fixtures, equipment, products, supplies and services that meet our standards and specifications as may be amended by us periodically. All furnishings, fixtures, equipment, and products must be purchased, used, offered, or sold in accordance with the specifications and procedures as specified in the Operations Manual or other written materials. You must not deviate from these standards and specifications by the use or offer of non-conforming furnishings, fixtures, equipment, products, supplies or services, without obtaining our prior written consent. You are not permitted to: use or purchase furnishings, fixtures, equipment, products or supplies from an unapproved vendor and/or supplier; sell any product not purchased from us, our affiliates or approved vendors and/or suppliers; offer any products or services that are not on our approved list of products or services that has not been approved by us; or use the services of an unapproved vendor or supplier unless you first submit a written request to us for approval and agree to be responsible for all product, vendor and equipment assessment fees as described in Item 6 and below in this Item 8. We will use our best efforts to advise you within 30 days, by email or other written notice, whether such products, vendors or suppliers are approved as further described below.

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

You must use, offer, and sell only the furnishings, fixtures, equipment, products, supplies and services that we specify in writing, purchased from our affiliates or approved vendors and in the manner and style we specify which may be amended by us periodically. You may be required to maintain a minimum inventory of products in your Store in the future. If we require you to maintain a minimum inventory of products (currently not in effect) we will notify you by email or any other written form of communication and you will be given 90 days to comply with such requirements at your cost. We will provide you with a written list of approved furnishings, fixtures, equipment, products, and services you are authorized to use, sell and/or offer in your Store after signing the Franchise Agreement and during our initial training. We will enforce these limitations by using secret shoppers or unannounced on-site visits to your Store on a regular basis. When we make other visits to your Store, such as to assist you, we may also take that opportunity to visibly inspect your inventory and determine if service standards are being met and unauthorized furnishings, fixtures, equipment, products, supplies, or services are being used, sold, or

offered. In addition, we expect to receive information from other Snooze® Mattress Co. businesses and/or customers reporting that unauthorized furnishings, fixtures, equipment, products, supplies, and services are being used, offered, or sold. You must permit us or our agents, at any reasonable time, to remove any furnishing, fixture, piece of equipment or reasonable number of products from your Store free of charge for testing by us or an independent laboratory, to determine whether such items meet our then-current standards and specifications. Besides any other remedies we may have, we may require you to pay for the testing as described above, if we have not previously approved the supplier of the item or if the sample fails to conform to our specifications (see Item 6). We reserve the right to take whatever action we deem necessary in our absolute and sole discretion to ensure service standards are being met and to prevent you from using, selling and/or offering unauthorized furnishings, fixtures, equipment, products, supplies or services, including seeking injunctive relief or terminating your Franchise Agreement.

We may derive profit through markups of the prices charged to you for furnishings, fixtures, equipment, products, supplies or services we supply. We may derive revenue through license fees, promotional fees, advertising allowances, rebates or other monies paid by approved suppliers. For the last fiscal year 2023 we received \$22,722.17 in allowances, rebates, and commissions from vendors for required purchases representing 2.37% of our total gross revenue. If we require you to buy from us or our affiliates, the furniture, fixtures, equipment or product's price and quality will be comparable to similar furniture, fixtures, and products from other sources. We may take a portion of that income to spend on advertising or place it in a separate franchise advertising account. If we require you to buy furnishings, fixtures, equipment, products, supplies or services from a vendor that pays such allowances, at our discretion we may spend all such fees on related advertising or place them in the separate franchisee advertising account, described in Item 11 below. If we don't require the purchase, we need not place such fees in a separate account or use them on advertising but may retain them. We are not required to apply these funds to advertising or place them in a separate franchise advertising account but will use our reasonable discretion in making such decision.

To maintain uniform quality standards all furnishings, fixtures, equipment, products, supplies, décor, signage, advertising, trademark usage, trade dress and services you use to operate your Store must meet our standards and specifications. In addition, you must participate in and cooperate with any gift certificate, gift card, rewards program, loyalty program, or promotional programs we have or may establish and follow our requirements and guidelines. We will require you to use specific software, miscellaneous forms, contracts, checklists, marketing, and promotional items; and we may require you to use or contribute to specific POS and software support service providers, security alarm providers, music service providers, merchant service providers, third-party financing providers, vendor discounts, allowances, and rebates.

We maintain specifications for the construction and build out of your Store, leasehold improvements, furnishing, fixtures, equipment, technology items (as described above), signage and décor to be used for the interior and exterior of your Store. You may not install or permit to be installed on the Store premises any fixtures, furnishings, equipment, décor items, signs, games, vending machines, or other items that do not comply with our specifications without our written consent. Some of these specifications are contained in our Operations Manual and others will be set forth in periodic email or written notices to our franchisees. In most cases, the specifications involve confidential and proprietary information regarding the content, makeup, manufacturing, specifications, or formulation of a product or piece of equipment and such information will only be made available to a supplier who agrees to sign a confidentiality agreement with us. We develop these specifications either through our research and development staff or with a particular manufacturer and they may be modified periodically, through periodic notices to our franchisees.

One of our primary methods of communication with franchisees is through email, text messages, announcements, or newsletters we may periodically publish and post on portals online provided to franchisees on our website. You are responsible for knowing all of the information contained in the emails,

text messages, announcements, newsletters and/or portals online and complying with any standards and specifications provided within them. We may establish and change the standards and specifications for the operation of your Store through our emails, text messages, announcements, newsletters, or our portals online.

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

For a Snooze<sup>®</sup> Mattress Co. business, you are obligated to purchase furniture, fixtures, equipment, technology items, décor, signage, and an inventory of products and supplies for the operation of your Business. It is estimated that all your initial expenditures from us, our affiliates, or the vendors that we specify and/or approve that meet our standards and specifications will represent approximately 50%-60% of your total initial purchases. It is anticipated that during the operation of your Franchised Business, required purchases from us, our affiliates, or the vendors that we specify or approve (not including labor costs) are estimated to be approximately 80%-90% of your total monthly purchases in the continuing operation of your Store (this depends on the size of your Store, amount of inventory you purchase and sales volume).

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

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

1. The lessor must agree that without its consent, the lease and your right, title and interest under the lease may be assigned by you, to our designee or us (provided such assignment shall not relieve you of your obligations under the lease or cause us or our designee to have any obligations or liability under the lease).

2. The lessor must provide written notice to us (at the same time it gives such notice to you) of any default by you under the lease and we must have, after the expiration of the period during which you may cure such default, an additional fifteen days to cure, at our sole option, any such default and, upon the curing of such default, the right to enter upon the leased premises and assume your rights under the lease as if the lease had been assigned by you to us.
3. You are required to furnish copies of all insurance policies required by the Franchise Agreement to us, or such other evidence of insurance coverage and payment of premiums as we request or permit under the lease.

Before you open a Snooze<sup>®</sup> Mattress Co. Business, you must obtain the insurance coverage for your Store as specified below. The insurance coverage must be maintained during the term of the Franchise Agreement and provide evidence of insurance to us that insurance has been obtained from a responsible carrier or carriers acceptable to us.

1. General Liability Insurance, including broad form contractual liability, broad form property damage, personal injury, advertising injury, completed operations and fire damage coverage, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;
2. Product Liability Insurance that covers you for damages that result in injury from products that you distribute with a minimum policy limit of \$1,000,000 per occurrence and \$2,000,000 aggregate or an amount we reasonably specify;
3. Umbrella Liability Insurance that provides protection beyond existing limits and covers you for damages that result in injury, property damage and personal liability situations with a minimum policy limit of \$1,000,000 per occurrence and \$2,000,000 aggregate;
4. "All Risks" or "Special Form" coverage for the full cost of replacement of the business premises and all other property in which we may have an interest with no coinsurance clause;
5. Property and casualty insurance that covers you for damages or losses to the Business with a minimum policy limit of \$1,000,000 per occurrence or an amount that covers the assets of the Business;
6. Employer Liability Insurance that covers you and your Business against claims made by employees who have been injured on the job at a minimum policy limit of \$1,000,000 or an amount we reasonably specify;
7. Business Interruption insurance in such amount as will reimburse you for direct or indirect loss of earnings attributed to all perils commonly insured against by prudent business owners or attributable to prevention of access to the Store, with coverage for a period of interruption of 180 days and such longer period as we may specify periodically. Business interruption insurance is optional; however, we may require you to obtain this coverage in the future with liability limits in amounts we may reasonably specify which will relate to the right to be reimbursed for direct or indirect loss of earnings attributed to all perils commonly insured against by prudent business owners;
8. Automobile liability coverage (optional), including coverage of owned, non-owned and hired vehicles, with coverage in amounts not less than \$1,000,000 for hired and non-owned

coverage including uninsured motorist with a minimum of \$100,000 limit or what is in accordance with your state guidelines;

9. Professional Liability Insurance (optional by us) that covers you for damages that you create that do not result in property or bodily injury with a minimum policy limit of \$500,000 or an amount we reasonably specify;
10. Employment practices liability insurance (optional) that covers you and your Business against claims made by employees, former employees or potential employees for discrimination, wrongful termination, sexual harassment, and other employment related obligations;
11. Cyber liability insurance (optional) that covers you and your business against data breaches that involve sensitive customer information.
12. Crime insurance (optional) for employee dishonesty in the amount of \$10,000 combined single limit;
13. Automobile liability coverage (optional by us), including coverage of owned, non-owned and hired vehicles, with coverage in amounts not less than \$100,000 combined single limit or what is in accordance with your state guidelines;
14. Workers' compensation insurance in amounts provided by applicable law or, if permissible under applicable law, any legally appropriate alternative providing substantially similar compensation to injured workers, subject to the conditions set forth in the Franchise Agreement;
15. Tenant's liability insurance if such insurance is required by the terms of your lease (if applicable);
16. Any other Insurance required by the state or locality in which the Business is located and operated in such amounts as required by statute; and
17. Other insurance coverage, as we or the landlord may reasonably require.

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

All insurance coverage shall be taken out in your name and shall name us an additional insured and be placed with insurers designated by us or acceptable by us. You must furnish us with certified copies of each of the insurance policies described above prior to your opening of the Store or 180 days following the date that the Franchise Agreement is executed (whichever comes first). You must purchase "A" rating insurance policies. Each such policy shall provide that it cannot be canceled without 30 days prior written notice to us and that we shall receive at least 30 days prior written notice of its termination. You shall promptly refer all claims or potential claims against you or us to each of us and our insurer.

The cost of insurance purchased in accordance with our specifications will represent less than 1% of your total purchases in connection with the establishment of your Business and approximately 1% of

your total purchases in the operation of your Business. These percentages do not include workers' compensation insurance that will vary with the payroll amount and category of employees.

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

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

<b><u>Obligation</u></b>	<b><u>Section in Agreement</u></b>	<b><u>Disclosure Document Item</u></b>
(a) Site selection and acquisition/lease	Sections XII.T and XX.C. of Franchise Agreement	Items 7, 11 and 12
(b) Pre-opening purchases/leases	Section VIII of Franchise Agreement	Items 7 and 8
(c) Site development and other pre-opening requirements	Sections VIII, XII.T, XX.C. of Franchise Agreement	Items 6, 7, 11
(d) Initial and ongoing training	Section XX.A. of Franchise Agreement	Item 11
(e) Opening	Section IX.B and XII.G of Franchise Agreement	Item 11
(f) Fees	Sections IX and X of Franchise Agreement	Items 5, 6 and 7
(g) Compliance with standards and policies (Operations Manual)	Sections XII.A., XII.H. of Franchise Agreement	Items 8, 11 and 16
(h) Trademarks and proprietary information	Sections XV and XVI of Franchise Agreement	Items 13 and 14
(i) Restrictions on products/services offered	Section XII.I. of Franchise Agreement	Items 8 and 16
(j) Warranty and customer service requirements	Not Applicable	Not Applicable
(k) Territory development	Section VI of Franchise Agreement	Item 12
(l) On-going product/services purchases	Section XII.I. of Franchise Agreement	Item 8

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

**ITEM 10**  
**FINANCING**

Neither we, nor our affiliate currently offers, directly or indirectly, any financing arrangements to you. Neither do we guarantee your note, lease, or any other obligation for a single franchise.

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

**Except as listed below, we [the Franchisor] need not provide any assistance to you under the Franchise Agreement.**

Before you open your Business, we will:

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

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

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

your Store and you may need to hire an architect to create a complete set of drawings based on your building size and local permitting requirements. You will be required to confirm that your Store satisfies all state and local zoning ordinances, regulations, fire, health, and building codes. We may, if needed, review your set of drawings. It is your responsibility to comply with all laws, ordinances, regulations, zoning and building codes for your Store (Franchise Agreement, Sections XII.T and XX.D).

- (6) Provide you with written specifications for all technology items, furnishings, fixtures, equipment, décor, and signage (as described in Item 8) necessary for the operation of your Store. You are obligated to purchase, use, maintain and upgrade all technology items and related software necessary for the operation of your Store. You will be responsible for these expenses as these expenses are necessary for the operation of your Store. We will deliver these written specifications for the above items, and you are responsible for the delivery and installation of these items. You are required to purchase the items listed above from us, our affiliates, or our approved vendors and/or suppliers (Franchise Agreement Sections XII.A, XII.H, XII.I, XX.A and XX.H).
- (7) Provide you with: a written list of approved products (including pricing guidelines, merchandising and presentation standards) and services (including warranty programs) you are authorized to offer and sell; a written list of approved furnishings, fixtures, equipment, products, supplies and services (as described in Item 8) you are authorized to use; a written list of approved vendors and suppliers to purchase all furnishings, fixtures, equipment, products, supplies and services from that you are authorized to use, offer or sell in your Store. We will train you on strategies for purchasing products for your Store. You are responsible for the cost, delivery, installation, and maintenance of these items as they are necessary for the operation of your Store. You are required to purchase the items listed above from us, our affiliates and/or approved vendors or suppliers (Franchise Agreement XII.H, XII.I, XX.A, XX.H and XX.I).
- (8) Provide you with a written list of cleaning standards and recommended guidelines for hiring employees in addition to general guidance. You are responsible for all day-to-day activities including advertising for employees, hiring, training, salaries, benefits, hours, disciplinary practices, and/or firing of your employees. You are responsible for all employees you hire and their behavior during the operation of your Business (Franchise Agreement Sections XII.F, XX.A and XX.E).
- (9) Offer certain training programs designed to assist you and your business management staff in the operation of your Store. We will also provide continuing education to any new manager of your Franchise. We may require that you, any Owner, and any manager(s) complete refresher training programs during the term of the Franchise Agreement (Franchise Agreement, Section XX.A).
- (10) Provide you with a self-study program (and related materials) immediately after executing the Franchise Agreement intended to help you prepare for our initial program. We will provide an initial training program, no earlier than 60 days before the date your Store opens for operation, designed to assist you and your management staff in the operation of your Franchise, at no additional charge. The initial training program is designated for you, one Owner (if you are an Entity), one manager or any combination thereof (a total of three people). If more than three people attend the initial training, we may impose a training fee of our then current per diem fee not to exceed \$250 per person for each day of training and your expenses (Franchise Agreement, Section XX.A).

- (11) Advise you about operating challenges faced by other Snooze<sup>®</sup> Mattress Co. franchises or our company-owned businesses and we will provide you with our recommended procedures when providing services and accepting returns for products from customers. We will furnish to you such guidance and assistance in connection with the operation of your Store, as we deem appropriate. Such guidance and advice will include methods and operating procedures utilized by other Snooze<sup>®</sup> Mattress Co. stores with regard to: product sales, warranty programs, vendors, purchasing strategies, merchandising, customer service, special orders, efficiencies to manage high volume, hiring guidelines, advertising and promotional programs, general operating procedures, record keeping, accounting and inventory control methods. You must pay all costs and expenses associated with these materials. Additional guidance and assistance may be made available to you at your written request and in our sole discretion at fees and charges established by us (Franchise Agreement, Sections XII.H, XX.A, XX.H and XX.K).
- (12) Loan to you during the term of the Franchise Agreement one copy of our confidential Operations Manual, which may include one or more manuals and other written materials for the operation of a Snooze<sup>®</sup> Mattress Co. store, containing mandatory and suggested specifications, standards and operating procedures required by us and information relative to your other obligations under the Franchise Agreement. We have the right to add to, and otherwise modify, the Operations Manual to reflect changes in authorized furnishings, fixtures, equipment, products, supplies and services, as well as changes in specifications, standards, and operating procedures of a Snooze<sup>®</sup> Mattress Co. business. You must keep the Operations Manual confidential and current and may not copy or distribute any part of the Manual. The Manual contains 291 pages and the table of contents of the Operations Manual as of our last fiscal year end is included with this Disclosure Document as Exhibit E (Franchise Agreement, Section XX.G).
- (13) Approve or disapprove samples of all local advertising and promotional materials not prepared or previously approved by us which are submitted by you (Franchise Agreement, Sections XII.L, XX.A and XX.J).
- (14) Deliver to you a web page for your Business that includes access to portals online that houses our proprietary educational platform and provides ongoing news bulletins, and operational, advertising and marketing materials to support your Store. We are responsible for all updates to the web page (Franchise Agreement, Sections IX.A and XX.B).
- (15) Approve or disapprove any promotions, edits, changes, or updates to your web page. All modifications to your web page must be performed by us or our affiliates or approved vendors and you will be responsible for all related costs (Franchise Agreement, Sections X.I, XX.A and XX.B).
- (16) Provide up to three days of either pre-opening or grand opening assistance at your location. Such assistance and guidance will be provided to you as part of our initial franchise training program and at our cost (Franchise Agreement XX.A).

During your operation of the Business, we may:

- (1) Provide additional on-site supervision and assistance as we deem necessary and in our discretion. Additional visits are for the purpose of advising you with respect to: industry updates, new products, merchandising, operational, purchasing, customer service and sales matters related to your Store. You will be responsible for transportation, room and board

and miscellaneous expenses incurred by our personnel during the visits, which will take place per the terms of the Franchise Agreement, or at your request, and at times and dates selected by us (Franchise Agreement, Sections XX.A).

- (2) Provide to you and your manager(s), refresher and/or continuing education courses at locations designated by us, which we expect to be our headquarters with a fee of \$250 per person per day plus your expenses, which can vary from area to area. We reserve the right to increase the per day fee a reasonable amount based on reasonable criteria (Franchise Agreement, Section XX.A).
- (3) Conduct quarterly meetings or an annual convention at such place as shall be designated by us, at our current fees which can change based on our cost (Franchise Agreement Section XX.A).
- (4) Establish a Franchisee elected peer group whose main purpose is to mentor and support each other.
- (5) Provide additional franchise portals online, free of charge, to answer questions from you or your staff (during regular business hours, Mountain Time zone). You will be able to send us questions and suggestions using Internet email (Franchise Agreement, Section XX.A).

During your operation of the Business we will:

- (1) Continue to consult with you at no additional charge regarding product updates, vendor and supplier relationships, operational procedures, industry developments, sales, marketing, and promotional strategies as well as provide assistance to you to resolve operational problems that you may encounter outside the scope of the Operations Manual (Franchise Agreement, Sections XII.V and XX.A).
- (2) Provide you with: updated written lists for products and services (including warranty programs) you are authorized to sell and offer; and updated written lists of furnishings, fixtures, equipment, products, supplies and services (as described in Item 8) that you can use in your Business. We will also continue to add and approve new vendors and suppliers and provide you with updated and current lists of such approved vendors and suppliers for furnishings, fixtures, equipment, products, supplies and services you are allowed to purchase from for the operation of your Business. We will provide you with such updated lists, but not the actual items as you are responsible for purchasing such items. We will continue to approve products, vendors, suppliers, and services you are allowed to use, sell, and offer in your Store. You may be responsible for paying any costs related to testing any samples as described in Item 8 (Franchise Agreement, Sections XII.H, XII.I, XX.H and XX.I).
- (3) Provide you with minimum inventory requirements (currently not in effect) and suggested pricing for all products and services you offer in the Store. We may establish inventory procedures. We may establish minimum and maximum prices you can charge to the extent allowed by law. We will continue to research new products and develop new services for the System as we deem necessary (Franchise Agreement, Section XX.K).
- (4) Provide you with updated suggested pricing guidelines, merchandising and presentation standards. We will provide with you such guidelines, operational procedures, standards

and specifications and you are responsible for purchasing all items that may be necessary for implementation at your expense (Franchise Agreement, Section XX.A).

- (5) Review and approve advertising and promotional materials in addition to any promotions, edits, changes, or updates to your website that you submit to us (Franchise Agreement, Sections XII.L, XII.H and XX.J).
- (6) Provide you with updated recommended guidelines for hiring employees in addition to general guidance. Such guidelines are solely structured to protect our marks, goodwill, and proprietary information. You are responsible for all day-to-day activities including advertising for employees, hiring, training, salaries, benefits, hours, disciplinary practices, and/or firing of your employees. At no time will you, your employees or agents be deemed to be employed by us. You are responsible for all employees you hire and their behavior during the operation of your Business (Franchise Agreement, Sections XII.F, XX.A and XX.E).
- (7) Provide continuing education to any new manager of your Business as noted in paragraph 14 (iii) below. We may also require that you (or if you are an Entity, an Owner) and any manager(s), complete supplemental and refresher training programs during the term of the Franchise Agreement (Franchise Agreement, Section XX.A).
- (8) Offer you guidance in establishing and using administrative, record keeping, and accounting procedures in accordance with our Operations Manual, and various policies communicated by us to you in writing from time to time (Franchise Agreement, Section XX.A).
- (9) Provide you with all update and upgrade requirements for your technology items (as described in Item 8) and related software in response to changes in the Operations Manual, or changes in our policies that are communicated to you in writing. You are required to purchase such items to operate your Business. The cost of such technology items ranges between \$16,000 to \$30,500 (See Item 7). We estimate that the annual cost of technology items and related software and/or hardware upgrades to be approximately \$500 per year. If we develop proprietary software in the future, we will provide you with update and upgrade requirements, however we are not obligated to provide any updates or upgrades to any third-party software programs. We are not obligated to provide hardware repairs to your technology items that you use. You are responsible for installing all such hardware and software upgrades. We reserve the right to have independent access to all information that you store in any POS system, computer, laptop, tablet, camera surveillance system or software related to the Business (Franchise Agreement, Sections XII.I, XIV.A, XX.A and XX.H) and there are no contractual limits imposed upon our access to your data and information.
- (10) Reserve the right at our discretion to institute, maintain, and administer a System Advertising Fund (referred to as the "Fund") to support ongoing technology and new product development to be made available to franchisees, and such national advertising as we, in our sole discretion, may deem appropriate to promote the Snooze<sup>®</sup> Mattress Co. name to benefit all franchised businesses as described in Item 6. We will direct all such programs and will have sole discretion over the creative concepts, materials and endorsements and media used in such programs, and the placement or allocation of such programs. The source of the advertising will come from our in-office advertising department or may in the future come from a national or local advertising agency. We

reserve the right to determine in our sole discretion the composition of all geographic territories and market areas for the implementation and development of such programs (Franchise Agreement, Section X.B).

- (i.) You will pay us 1% of Gross Revenues per month for the System Advertising Fee contribution, paid to us, as designated in the Franchise Agreement. We may raise, discontinue, or reduce the contribution, but your total contribution will not exceed 3% of your Gross Revenue per month in any calendar year for the term of the Franchise Agreement. Contributions are due by the fifth day of the month (for the prior month) which will start immediately once your Business is open for operation, then continues for the term of your Franchise Agreement. Refer to Item 6 for definition of Gross Revenue. All franchisees pay the System Advertising contribution at the same rate and under the same terms as the Royalty Fee described above. System Advertising Fees are uniformly imposed on all franchisees.
- (ii.) The contributions will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead as we may incur in activities related to the administration of the Fund and its programs, including conducting evaluation of new products, equipment, and technologies; product development, market research, preparing advertising, promotion and marketing materials, and collecting and accounting for contributions to the Fund. Usage of the Fund will include ongoing development of the national website and development of new products to be made available to franchisees, but the Fund will not be used to solicit new franchise sales. We may disseminate advertisements in the form of print ads, signs, billboards, radio and television and we may conduct such advertising on a regional or national basis. We may spend on behalf of the Fund, in any fiscal year an amount greater or less than the aggregate contribution of all Snooze<sup>®</sup> Mattress Co. franchises in that year, and the Fund may borrow from us or others to cover deficits or invest any surplus for future use.
- (iii.) In the future, we may form a franchisee-elected Franchisee Advisory Council or cooperative whose sole purpose is to advise on Fund usage and advertising policies. We retain all operational and decision-making authority concerning advertising, and the Advisory Council will serve only in an advisory capacity. The membership of any Franchisee Advisory Council will be national in scope. The Franchisee Advisory Council will not be separately incorporated, and therefore, it will not have any written documents. If one is formed, we will have the power to select and approve the members and to form, change, dissolve or merge the Franchisee Advisory Council as described below.
- (iv.) Neither we nor any Franchisee Advisory Council undertake any obligation to ensure that expenditures by the Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Fund by franchisees operating in such geographic area or that you or your Store will benefit directly or in proportion to your contribution to the Fund. Neither the Fund nor we shall be liable to you with respect to the maintenance, direction, or administration of the Fund, including without limitation, with respect to contributions, expenditures, investments, or borrowings, except for acts constituting willful misconduct. When the Fund is established and activated, all Snooze<sup>®</sup> Mattress Co. businesses owned

by us, or any Owners must contribute to the Fund in the same proportion as all franchisees.

- (v.) Any businesses we own will vote in the same manner as franchisee members. We administer the Fund, which is not audited. If contributions paid into the Fund are not spent in the fiscal year in which they accrue, we can use the remaining amounts for the same purposes in future years. All interest earned on monies contributed to the Fund may be used to pay advertising and technology development costs before other assets of the Fund are expended. Fund contributions are not used to sell additional franchises. We will prepare an annual un-audited statement of monies collected and costs incurred by the Fund and furnish it to you upon written request. All financial statements will be available 120 days after the end of our fiscal year. We reserve the right not to spend all of the funds in the Fund in any one year, and such funds may be accrued into the next year. The Fund has not been established before the date of this Disclosure Document.
  - (vi.) We may receive advertising and promotional allowances and fees from third party vendors and advertisers who enter into cooperative advertising programs with franchisees and us. For example, suppliers may pay promotional allowances for joint advertising promotional material. We may disclose the identity of vendors who pay the promotional allowances to you upon request. In addition, if we require you to buy items from a vendor who pays these allowances, we may place the funds in the Fund or spend it on related promotions. Our obligation to provide advertising and marketing will be limited in cost to the amount of contributions and promotional allowances from third parties actually paid into the Fund.
- (11) We do not now, but may require you to join, participate in and pay into, one or more franchisee marketing councils for your region, determined by the penetration area of local advertising media used (for example, the area of a regional newspaper's circulation). Because, we have not yet formed any franchisee marketing councils, we do not know how the area, or the membership of any franchisee marketing council, will be determined. Because we have not formed any franchisee marketing councils, we have not determined whether or not any of our company-owned businesses will be contributing to any advertising spent by any franchisee marketing council. In the event that we choose to establish a franchisee marketing council, we will be responsible for administering it. If we do create any franchisee marketing councils, they must operate in accordance with bylaws (or an operating agreement if it is a limited liability company). If we do create any franchisee marketing councils, the franchisee marketing council will prepare annual financial statements that you can review. We will have the right to form, dissolve, and merge any specific franchisee marketing council. Even though we have not yet formed any franchisee marketing councils, we may require that all franchisees within close proximity to a consumer show, convention, or exhibition where bedroom, furniture and/or home related-products and services are being sold or offered to participate in the cost and benefit of the show.
- (12) You must spend at least \$6,000 per quarter on local advertising and promotion, in addition to the 1% System Advertising Fee contribution you pay to us. You must also spend at least \$5,000 on "grand opening" promotion one month prior to opening and your first month after your Business is open for operation; therefore, your local advertising requirement will start the second month after your Business is open for operation. You must report your

local advertising expenditures to us by the fifth day after the end of each quarter, or at times, on forms and in the manner we determine.

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

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

- (13) We estimate that there will be an interval of 180 days between the signing of the Franchise Agreement and the opening of your Store. Factors that may affect this length of time include: obtaining a location that is approved by us for your Snooze<sup>®</sup> Mattress Co. Franchise, certifications and permits from your state (if applicable), leasehold improvements and build-out, time of year, equipment, furniture and fixtures you purchase, if you choose to finance the equipment, completion of your pre-market entry study to determine any customization of products and services to be offered through your Store, satisfactory completion of our initial training program by you (or one of your Owners if you are an Entity) and availability of furnishings, fixtures, equipment, products and supplies. You have 90 days to acquire or lease, at your expense, commercial real estate that is properly zoned for the use of your Business under the Franchise Agreement. You must submit to us, in the form we specify, a copy of the location plan and other such information or materials we may require, together with an option contract, letter of intent, or other evidence satisfactory to us which confirms your favorable prospects for obtaining the

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

- (14) Before the opening of your Franchise, you (or an Owner if you are an Entity) and at least one manager (you must have a minimum of one manager, of which can be but does not need to be you or one of the Owners of your Business) you designate are required to attend our five-day initial training program at our corporate headquarters in Pueblo West, Colorado unless such headquarters are moved. We maintain a regular calendar for the training program and the trainings are held approximately six to eight times per year (or more frequently if needed). The training program is included in your Initial Franchise Fee. You are responsible for all costs associated with attending the program such as travel, room, and board.
- (i.) If any proposed manager does not satisfactorily complete our training program, we will notify you, and you may then select and enroll a substitute manager in our training program. If, during the training program we determine, in our sole discretion, that you (or an Owner if you are an Entity) or other manager is not qualified to manage a Snooze<sup>®</sup> Mattress Co. business, you can appoint someone else to be trained at your expense. If that person does not satisfactorily complete our initial training program, we have the right to terminate the Franchise Agreement. The criteria that we will use to determine whether or not we deem you (or your managing partner, member or shareholders) qualified to manage a Snooze<sup>®</sup> Mattress Co. Business includes, but is not limited to, lack of business experience; if personality makes it difficult for you (or your managing partner, member, shareholder or manager) to obtain and/or service customers; or you are unable to obtain the appropriate licenses, permits or certifications to operate a Snooze<sup>®</sup> Mattress Co. business. We will send you a written termination notice upon our determination of your disqualification.
- (ii.) After the completion of our training program by you and your key personnel, we can upon your request provide training to any new manager of your Store for which an additional training fee of up to \$250 per person per day plus your expenses may be required. The trainee(s) will be responsible for all costs related to attending training such as travel, room, and board. In addition, we have the right to require that you (and if you are an Entity, any Owner) and any manager(s) complete supplemental and refresher training programs during the term of the Franchise Agreement, to be furnished at our corporate headquarters at the fee described above. There may be an additional cost for refresher training programs. You are responsible for all costs associated with attending such training opportunities we may provide for you such as travel, room, and board.
- (iii.) After the opening of your Business, we may provide to you and your personnel, access to information and support through franchise portals online. Support may also be available from our professionals, and we may provide refresher training or continuing education programs either through phone, web based (“webinars”),

video or at locations designated by us (most likely at our headquarters). Such refresher or continuing education sessions (other than by phone, webinars, or video) may have a registration charge to you which will not exceed \$250 per person per day plus your expenses. You are responsible for costs associated with you attending the programs such as travel, room, board and related expenses or our expenses if we come to you. The programs will normally not exceed one day, and we may have quarterly programs subject to special need. The content will cover particular aspects of the Business including but not limited to: industry developments, new products, services and programs, vendor and supplier updates, operational strategies, customer service standards, technology and software developments, merchandising, sales promotions, marketing and programs, administration and so forth. We may conduct an annual convention at such place as shall be designated by us for all Franchisees but will most likely be at our headquarters. A registration fee for each participant may be required which we will work in good faith to maintain at our cost, and you will be responsible for costs associated with attending the convention such as travel, room, and board. The registration fee for conferences will not exceed \$500 per person. The fees charged above may be increased by a reasonable amount based on reasonable criteria.

- (iv.) No earlier than 60 days before the opening of your Store for operation we will provide training for you as noted in the following training schedule. This training curriculum is fully detailed in our Operations Manual and will change periodically. Our training team will include directors from our staff, from our corporate headquarters, members of our website development team, and members from our approved vendor, supplier, and service providers.

**TRAINING SCHEDULE: AT CORPORATE OFFICES**

Snooze<sup>®</sup> Mattress Co. Franchise initial training program includes an Operations Manual, hands-on training, presentations, videos, and demos. This training curriculum is fully detailed in the Operations Manual and will change periodically.

**Training Program**

The Operations Manual will detail all aspects of Franchise operations presented in training and serve as an ongoing reference. Updates to the Operations Manual will be made available to you through various means including online. All of the training sessions will be taught by a combination of Matt Smith who has over 22 years of retail, sales, marketing and business management experience; Eric Thompson who has over 25 years of sales, coaching and business management experience; Isaiah Gonzales who has over 5 years of sales and store management experience; Brad Taylor who has over 20 years of franchise operation, consulting, management, and sales experience George Winn who has over 6 years of training and operations experience; Leah Pulsifer who has over 9 years of human resources and administrative experience all of whose backgrounds are described in Item 2 above. Occasionally, different guest speakers may make an appearance at the training program to provide information about various products, services and programs offered by us. For example, some speakers may be our employees, franchisees, or industry experts.

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Instruction	Location
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Introduction to Snooze® Mattress Co. Culture, System and Our Philosophy*	1 Hour		Presentation, Demos, Operations Manual, and Various Speakers	Corporate headquarters in Pueblo, CO or as we otherwise specify
The Anatomy of a Mattress and Importance of Sleep	2 Hours		Presentation, Demos, Role Play, Operations Manual, and Various Speakers	Corporate headquarters in Pueblo, CO or as we otherwise specify
Overview of Approved Products, Services and Our Proprietary Line of Mattresses	2 Hours		Presentation, Demos, Operations Manual and Various Speakers	Corporate headquarters in Pueblo, CO or as we otherwise specify
Dream Mapping and Build Your Own Pillow Training	1 Hour	3 Hours	Presentation, Demos, Role Play, Operations Manual, and Various Speakers	Corporate headquarters in Pueblo, CO or as we otherwise specify
Financing and Warranty Programs	1 Hour		Presentation, Operations Manual and Various Speakers	Corporate headquarters in Pueblo, CO or as we otherwise specify
Approved Vendors, Suppliers and Purchasing Strategies	3 Hours		Presentation, Operations Manual and Various Speakers	Corporate headquarters in Pueblo, CO or as we otherwise specify
Store Layout, Placement, Presentation and Merchandising		2 Hours	Presentation, Operations Manual, On the Job Training, Various Speakers	Corporate headquarters in Pueblo, CO or as we otherwise specify
Pricing Guidelines, Tracking and Inventory Management	4 Hours		Presentation, Operations Manual and Various Speakers	Corporate headquarters in Pueblo, CO or as we otherwise specify
Sales Presentations, Overcoming Objections and Educating Customers	1 Hours	7 Hours	Presentation, Demos, Role Play, Operations Manual, Various Speakers and On the Job Training	Corporate headquarters in Pueblo, CO or as we otherwise specify
Manager Responsibilities and Daily Operations	2 Hours		Presentation, Operations Manual and Various Speakers	Corporate headquarters in Pueblo, CO or as we otherwise specify

Scheduling the Store and Scheduling Deliveries	1 Hour		Presentation, Operations Manual and Various Speakers	Corporate headquarters in Pueblo, CO or as we otherwise specify
Customer Service Standards, Safety and Security	2 Hours		Presentation, Operations Manual, Role Play and Various Speakers	Corporate headquarters in Pueblo, CO or as we otherwise specify
POS System, Software Training and Technology**	6 Hours		Presentation, Demos, Operations Manual and Various Speakers	Corporate headquarters in Pueblo, CO or as we otherwise specify
Advertising, Marketing and Promoting Your Store	5 Hours		Marketing Plan and Creation, Presentations, Operations Manual, Demos and Various Speakers	Corporate headquarters in Pueblo, CO or as we otherwise specify.
Hiring and Employee Management	2 Hours		Presentation, Operations Manual and Various Speakers	Corporate headquarters in Pueblo, CO or as we otherwise specify
Bookkeeping and Administrative Responsibilities	2 Hours	2 Hours	Presentation, Operations Manual, On the Job Training and Various Speakers	Corporate headquarters in Pueblo, CO or as we otherwise specify
<b>Total***</b>	<b>35 Hours</b>	<b>14 Hours</b>		

\* Prior to attending our initial training program, we expect you to complete approximately 40 hours of self-study at your own pace utilizing materials we send to you.

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

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

**Additional Assistance:**

In addition to the initial training program mentioned above, we will provide up to three days of either pre-opening or grand opening assistance and/or guidance to you at your Store regarding sales, service standards, merchandising and operational assistance at our cost. For your second and subsequent Business that you open, we will (at your option) provide the same type of assistance and guidance at your location; however, you will be responsible for all costs and expenses incurred by us, including, but not limited to, compensation to instructors and travel expenses. We will provide you with invoices for amounts you owe us, and we may require you to pre-pay all or a portion of our expenses.

## Ongoing Training:

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

## **ITEM 12** **TERRITORY**

You must operate your single Snooze<sup>®</sup> Mattress Co. Business within the specific location identified in your Franchise Agreement. You will not receive an exclusive territory and you may face competition from other franchises, from outlets that we own, or from other channels of distribution or competitive brands we control which originate from outside your territory. You are awarded a protected territory (“Territory”) that will include up to 2 miles driven in any direction from the Franchised Business as defined by Google Maps or a similar mapping program. We reserve the right to grant a territory that is larger or smaller than the 2-mile area defined above, in order to account for more densely or sparsely populated areas. We will determine your Territory based on the most recently published data from the U.S. Census Bureau (or other source as we may indicate to you). You may not conduct business out of any other location other than the accepted site that has been entered in your Franchise Agreement or made part of by an addendum attached to your Franchise Agreement. However, you can conduct business at off-site events (such as: community events, home shows, expos, festivals, etc.) to promote your Store, sell products and offer services as long as such events are within your Territory. You may conduct business at off-site events in other geographical areas outside your Territory only after providing notice to us and obtaining our written approval, however you cannot perform Target Marketing outside your Territory, as described below. We shall approve or deny your request, which approval is in our sole discretion, within five business days of receipt of your written request and will respond by email or any other form of written communication (as described below). If we approve your request to conduct business at off-site events in another geographical area, you must be prepared to immediately relinquish any offsite event accounts you have established and cease conducting such events in that other geographical area when that area is purchased (as described below). You can directly market and solicit for customers and offsite event accounts only within the accepted Territory that has been entered in your Franchise Agreement or made part of by an addendum attached to your Franchise Agreement. You may also sell and ship products and provide services to anyone who comes from anywhere so long as the products you sell and services you perform are sold and performed from your Store or at offsite events within your Territory and do not result from any Target Marketing (as defined below) activities by you.

We cannot establish a franchise nor license another to locate a Snooze<sup>®</sup> Mattress Co. store or establish a company-owned store within your Territory identified in your Franchise Agreement during the term of your Franchise Agreement.

Your Territory is determined by population, average household incomes, competition, demographics of the surrounding area, market penetration or other conditions important to the successful operation of a Snooze<sup>®</sup> Mattress Co. store (such as the number and type of mattress stores or related retailers that are in your area). Your Territory is determined by us once a location is chosen and will not be altered

even if there is a population increase or decrease. It will also not be affected by your sales volume, or market penetration. Certain locations, such as major metropolitan areas may have smaller protected territories of densely populated areas. We must have consented to the location for your Store within your defined Territory in writing before you open for operation. You have no rights to operate your Store out of any other site other than the site accepted by us or to operate any additional Businesses. Relocation of your Store requires our written acceptance. Our consent to your relocation is based on the following factors: population, business potential, traffic patterns, proximity to major roads, demographics of the surrounding area, market penetration or other conditions important to the successful operation of a Snooze<sup>®</sup> Mattress Co., as we deem appropriate and as identified in your Franchise Agreement.

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

The Territory described above will affect where you and other franchisees may solicit business, sell products, and promote services. You are encouraged to directly advertise and market for customers located within your Territory. You can sell products to anyone from anywhere so long as your sales do not result from any direct solicitation activities outside your Territory by you (Target Marketing as described below) and the products you sell and services you perform are being sold and performed from your Store or off-site events within your defined Territory. We, other franchisees, and company-owned businesses reserve the same right to sell products and provide services to anyone who comes from anywhere without compensation to you. In addition, we may allow you and other franchisees or company-owned businesses to sell products and offer services through alternative channels of distribution (such as on the Internet or Websites). If you are granted permission to sell products and/or offer services through an alternative channel of distribution, per our written approval, you may sell products and offer such services to anyone from anywhere without compensation to the other franchisees or company-owned businesses. However, all products must be sold and shipped from your Store or at off-site events within your Territory and all services must be performed from within your Store. We, other franchisees, and company-owned businesses reserve the same right to sell products (including shipping products) and provide services to anyone from anywhere without compensation to you. You are prohibited from soliciting and marketing in general to anyone by any means outside of your respective Territory and you must not specifically engage in target marketing (“Target Marketing”) within the territory of another Snooze<sup>®</sup> Mattress Co. franchise and/or a company-owned business. Target Marketing means a concerted effort by a franchisee to solicit and obtain customers through any type of advertisement or marketing, directed at all or a portion of another franchisee’s Territory. We will use commercially reasonable efforts to enforce this requirement regarding Target Marketing if you or any other franchisee violates it.

If you are asked to conduct business at off-site events (for example at community events, home shows, expos, festivals, etc.) in geographical areas in which there is another Snooze<sup>®</sup> Mattress Co. franchise or company owned business, you must refer that request to the Snooze<sup>®</sup> Mattress Co. franchise or other company-owned store in that geographical area or directly to us. Whether the other store is a franchise or a company-owned business, you must not conduct business at off-site events in that geographical area. If the other Snooze<sup>®</sup> Mattress Co. franchise or company-owned business gives you permission to conduct business at such off-site event, then you can proceed immediately. If there is not a Snooze<sup>®</sup> Mattress Co. store in that geographical area or any other company-owned store, then you must submit a written request to conduct business at off-site events to us and upon our written approval, you can proceed. We shall approve or deny your request to conduct business at off-site events in other geographical areas not owned

by other franchisees or us, which approval is in our sole discretion, within five business days of your written request. Our response to your request will be made by email or any other form of written communication. Approval may be revoked in our sole discretion. However, you must be prepared to immediately cease conducting such events in that other geographical area when that unassigned area is purchased or another Snooze<sup>®</sup> Mattress Co. company-owned business is opened in that area. You may sell products and provide services to anyone from anywhere so long as the products you sell and services you perform are being sold and performed from your Store or at off-site events within your defined Territory. We, all our company-owned businesses and other franchisees must refer off-site events that are within your Territory to you and also reserve the same right to sell products and provide services to anyone who comes from anywhere even if such persons live within your Territory. We, other Snooze<sup>®</sup> Mattress Co. franchisees and company-owned businesses also reserve the same right to sell and ship products to anyone without compensation to you.

If during the term of the Franchise Agreement, you are unable to promptly and properly service any of your customers, you must immediately refer such customers to another franchisee, any of our company-owned businesses or to us. If you fail to refer customers or off-site events as set forth herein, we will have the right to terminate the Franchise Agreement. For any default of the Franchise Agreement, as an alternative to termination, we may modify or completely eliminate any rights that you may have with respect to the protected status of the Territory, effective ten days after delivery of written notice to you. In addition, we may modify or eliminate completely, the Territory (Franchise Agreement Section VI).

We encourage all Snooze<sup>®</sup> Mattress Co. stores, when owned by different individuals, and all our company-owned stores to work out a referral relationship and advertising strategy or arrangement when within close proximity of each other (defined as being within a ten-mile radius of each other). We must be notified of all such arrangements.

We have the exclusive right to negotiate and enter into agreements or approve forms of agreements to provide products or perform services to any business or non-profit organization which owns, manages, controls, or otherwise has responsibility for locations in more than one area whose presence is not confined within any one particular franchisee's territory regardless of the contract amount of products or services to be provided (a "National Account"). After we sign a contract with a National Account, we may, at our option, provide you the option to provide products or services at negotiated rates under the National Account contract. If you choose not to provide such products or services at negotiated rates, there will be no consequence. If you choose not to provide products or services to a National Account, then we may provide such products or services directly ourselves, or through another franchisee or third party even if the products are sold or services are performed within your Territory, without compensation to you.

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

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

- (1) Advertise, market, and sell Snooze<sup>®</sup> branded and/or trademarked products, equipment (if we choose to sell equipment in the future) and services in your Territory;

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

We are not responsible for paying any compensation to you concerning the sale of our products or services by use over the Internet or other similar venues, by alternative means of distribution, advertising cooperative programs, outlets, businesses that are or are not substantially similar to the franchised business or any business that does not use the Marks. For clarity, the Franchise Agreement grants you no rights to sell and/or distribute products or offer services through any alternative channels of distribution without our permission or share in any of the proceeds from our activities through alternative channels of distribution.

We have not established and do not presently intend to establish other franchises or company-owned businesses, except as disclosed in Item 1 of this Franchise Disclosure Document that sells or offers similar products or services under a trade name or trademark different from the Marks.

### **ITEM 13** **TRADEMARKS**

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

The word mark “Snooze” is registered on the principal register of the United States Patent and Trademark Office (referred to as “USPTO”) bearing the registration number 6335914 dated April 27, 2021, and the word mark “Snooze” is registered on the principal register of the USPTO bearing the registration number 6400053 dated June 29, 2021. The word mark “Snooze” is registered on the principal register of the USPTO bearing the registration number 6732339 dated May 24, 2022, the word and design mark “Snooze” is registered on the principal register of the USPTO bearing registration number 6958796 dated January 17, 2023, all of which are owned by our affiliate, Daydream, LLC and sublicensed to you. The word and design mark “Wake Up” is registered on the principal register of the USPTO bearing registration number 6743122 dated May 31, 2022, and is owned by our affiliate Wake Up Pueblo, LLC and sublicensed to you. We also claim common law rights in our trademarks based on our prior use. If our right to use the trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses. There are no presently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor any pending infringement, opposition or cancellation proceeding or material litigation involving the Marks. We have not yet filed an affidavit of use because our trademarks were recently filed and do not need an affidavit. We do intend to renew all of our trademark registrations.

There are no effective agreements that limit our right to sublicense to you the trademarks, other than a license to use, sub-license and display the Marks from Daydream, LLC pursuant to a trademark license agreement. The trademark license agreement may be modified or terminated if we fail to follow the operating, merchandising, and advertising policies, and such other quality standards that are established by Daydream, LLC. In addition, Daydream, LLC has the right to substitute alternative trademark(s) for license at any time. Therefore, you may have to change the trademarks that you use in operating your Franchised Business at your expense. The trademark license agreement will remain in effect for as long as we offer franchises unless we are in default of the trademark license agreement. The trademark license agreement can be modified if we and our affiliate Daydream, LLC agree in writing.

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

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

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

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

If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any Mark, and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within ninety (90) days after notice by us. You, in connection with the use of a new or modified Mark, may be required, at your own expense, to remove existing signage from your Store (and any vehicles if applicable), and to purchase and install new signage. We will have no liability to you.

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

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

All your usage of the Marks and any goodwill you establish are to our exclusive benefit and you retain no right or rights in the Marks on the termination or expiration of your Franchise Agreement. You may not use the marks as a part of any corporate or trade name, nor may you use any trade name, trademark, service mark, emblem, or logo other than the Marks, as we may designate periodically. You must prominently display the Marks on such items and in the manner we designate. You must obtain such fictitious or assumed name registrations as we require or under applicable law. You must also prominently display in your Business that we are not a joint employer of you and that you are solely responsible for all employment-related decisions and matters. You must also identify yourself as the owner of your Franchise by placing your name on the business and on all vehicles, checks, invoices, receipts, contracts, and other documents that bear any of the Marks, and on all printed materials your name must be followed by the phrase “A Franchise of Snooze<sup>®</sup> Mattress Co.” or such other phrase as we may direct.

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

We do not own any registered patents or copyrights, or any pending patent applications which are material to this franchise; however we claim common law copyright and trade secret protection for several aspects of our System, products, services, operational methods, techniques and business procedures;

furnishings, fixtures, equipment and product specifications, design, schematics, décor, signage, photographs, video presentations, Operations Manual, workbooks and all related materials including advertising and promotional materials although such materials may not have been registered with the United States Copyright Office. These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement. We reserve the right to register any of our copyrighted materials at any time we deem appropriate. We also reserve the right to renew any and all such copyright registrations at our discretion.

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

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

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

We possess certain confidential information that include our: strategies for site acquisition, build-out and design specifications with unique décor, color scheme and signage; different types and brands of mattresses including our proprietary brand of mattresses (which is a line of mattresses that have been developed and manufactured by us and carry our brand), products (including our privately labeled products which are products that carry our brand), warranty programs and services offered; product and merchandising knowledge, operational strategies, methods, techniques and procedures; product pricing, presentation in addition to merchandising and sales strategies; specifications for all furnishings, fixtures, equipment, products and supplies used, purchasing strategies, vendor and supplier relationships, inventory management systems; guidelines for hiring, training and retaining employees, our proprietary educational platform that houses our videos, training modules and courses (which includes curriculum, lesson plans and workshops) to complement your ongoing training efforts; procedures for cleanliness, service standards, safety, sanitation and quality control; website, software, Operations Manual, workbooks and materials, photographs, video presentations, our proprietary community give-back programs, social media and promotional strategies; website, third-party software, forms, contracts, record keeping and reporting procedures; customer acquisition and proprietary loyalty programs, advertising, marketing, sales and promotional materials in addition to systems and knowledge of, and experience in, the operation and franchising of a Snooze<sup>®</sup> Mattress Co. (the “Confidential Information”). We will disclose Confidential Information to you during our initial franchise training program, seminars, workshops, continuing education sessions and conventions sponsored by us in the Operations Manual and in guidance furnished to you during the term of your Franchise Agreement.

If you or your partners, members, managers, directors, shareholders, employees, agents, or independent contractors develop any new product, service, equipment, formula, recipe, program, photograph, video presentation, concept, technique, method, process or improvement in the operation or

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

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

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

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

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

If we, in our sole discretion, find that your Store Manager is not properly performing his or her duties, we will advise you and you must immediately take steps to correct the situation. However, we are not responsible for the hiring, discipline, or termination of any Store Manager that you employ. Upon termination of employment of your Store Manager, you must appoint a successor within 30 days. Any replacement Store Manager (who we may disapprove in our sole and absolute discretion) must be trained

by you in accordance with our standards. To clarify, any replacement Store Manager is to be trained by you at your expense.

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

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

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

Due to the differing nature of markets across the United States, and because the size of each individual Franchise will vary, you will have a wide variety of possible sites to choose from in which to conduct your Business operations with our approval. You may not use the Snooze<sup>®</sup> Mattress Co. Business premises for any other purpose than the operation of a Snooze<sup>®</sup> Mattress Co. Business, unless otherwise approved by us in writing. Alternative operation sites that may be approved can include for example, incorporating your Business operations within the premises of an existing complementary business.

You must comply with all of our standards and specifications relating to the purchase, sale and use of all furnishings, fixtures, equipment, products, supplies, technology items, uniforms, signage, décor, advertising materials and other items to be used, sold, or offered at the Store (See Item 8).

You are required to sell and offer only approved products and services as specified by us that include but are not limited to: a wide selection of mattresses in all sizes and various brands including our proprietary brand of mattresses, different box springs and frames (including adjustable box springs), a significant selection of pillows (in various shapes, fillings and colors), bedding accessories (such as: mattress pads, bedding sheets, blankets, comforters, etc.) and limited bedroom furniture for sale (such as bedroom sets, pedestals, headboards, etc.), an interactive furniture ordering kiosk featuring all types of different household furniture in addition to offering our warranty programs, dream mapping service that uses advanced technologies to identify a customer's pressure points while laying down to help identify the best mattress, build-your-own pillow services that allow customers to make their own pillow (choosing the fabric, filling, color, etc.) and delivery services and other mattress, bedding and furniture-related merchandise expressly authorized by us in writing or in the Operations Manual, or developed by us as a result of your pre-market entry study to meet the needs of your unique market, and any updates to be incorporated in the Operations Manual periodically. You must sell products purchased only from us, our affiliates or approved vendors and/or suppliers that we specify and have expressly approved in writing either from your Store or at off-site events within your defined Territory; and you acknowledge that we allow you and other franchisees and our company-owned stores to sell products and offer services to any person who comes from anywhere so long as such sales do not result in Target Marketing (as described in Item 12). You may offer for sale additional products and/or services (including our warranty programs,

proprietary loyalty and community give-back programs or any other program we may develop in the future) that are unique to your area in an effort to blend in with your community; however, you must obtain our written approval before such products and/or services (including any type of program) are used or offered and the time to approve or deny your request is described below. We will respond to a written request by you to approve any product or service (including any type of program) you wish to use or offer within 30 days after we receive it. We may revoke approval in our sole discretion where an approved product or service (including any type of program) does not adhere to our standards as specified in the Operations Manual. We will notify you either by email or any other written form of communication of our approval, disapproval, or revocation of any prior approval of any product or service.

You can sell products and offer services at any price or rate you establish, and we will suggest pricing and/or rate strategy and we, our affiliates or approved vendors may establish minimum and maximum prices and/or rates at which you may sell products and offer services to the extent allowed by federal and state laws. You must discontinue selling and offering any product or service (including any warranty program, our proprietary loyalty and community give-back programs or any other program we may have authorized in the future) that we may disapprove in writing at any time, whether a product or service (including any type of program) is being submitted for approval or currently in use. We can and expect to change the types of products and services we authorize you to sell and offer. There are no limits on our right to do so. We will inform you by email or by any other form of written communication of such changes and/or modifications. You may not sell or offer any product, piece of equipment (if we authorize you to sell equipment in the future) or provide any service that has not been specifically approved in writing by us; and you may not independently act as an exclusive distributor for any third-party vendor or secure any exclusive rights to sell any product or piece of equipment (if we authorize you to sell equipment in the future) for any manufacturer or vendor inside or outside your Territory without our written consent.

In addition, you acknowledge that we may, in our discretion, allow you and other franchisees or company-owned businesses to sell products, equipment (if we authorize you to sell equipment in the future) and offer services through an alternative channel of distribution (such as on the Internet or Websites) provided you adhere to our standards. You acknowledge that this may create competition and you will not receive any compensation from such sales made by other franchisees or company-owned businesses. If we authorize you to sell products, equipment (if applicable) and offer services through alternative channels of distribution all such products, equipment and services must be sold and performed from your Store or off-site events within your Territory. Unless otherwise approved by us, you are not authorized to sell any products, equipment or offer any services on the Internet or in any other media, whether now known or hereinafter invented.

You must participate in any gift certificate, gift card, loyalty, and rewards programs we establish. You may not create or issue your own gift certificates, gift cards, loyalty or rewards cards unless otherwise approved by us.

You must maintain proper permits and licenses to operate a Snooze<sup>®</sup> Mattress Co. Business and sell products in your area. You must not engage in any trade, practice or other activity that is harmful to our goodwill or reflects unfavorably on our reputation, which constitutes deceptive or unfair competition, or that is in violation of any applicable law.

You are encouraged to directly advertise and market to promote your Store to sell products and offer services within your Territory. In addition, you can sell products and perform services to anyone from anywhere so long as you do so from your Store or at offsite events within your Territory in accordance with our standards. You are prohibited from Target Marketing outside your Territory, conducting business at off-site events in other geographical areas unless otherwise given permission to do so and selling products

and/or offering services through any alternative channels of distribution without our permission (as described in Item 12).

**ITEM 17**

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

**THE FRANCHISE RELATIONSHIP**

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

<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
a. Length of Franchise term.	FA - Section VII.A.	FA - Initial term is ten years
b. Renewal or extension of the term.	FA - Section VII.B.	FA – One five-year renewal term if you meet certain term requirements.
c. Requirements for you to renew or extend.	FA - Section VII.B.	FA - Written notice from you to renew not more than 12 months or less than 6 months prior to the end of the term, full compliance with the FA; sign our then current form or new franchise agreement; comply with the then current training and qualification requirements; execute a general release; and upgrade the Store to then current standards. You may be asked to sign a contract with materially different terms and conditions than your original contract.
d. Termination by you.	Section XXIII.D	FA - If we have materially failed to comply with terms of the FA after 30 days’ notice.
e. Termination by us without cause.	Not applicable	We cannot terminate your FA without cause.
f. Termination by us with cause.	FA - Section XXIII.B FA - Section XXIII.C	FA - We can terminate if you breach a material provision of the FA or fail to open the business.

g. “Cause” defined; defaults which can be cured.	FA - Section XXIII.B	FA - 5 days for failure to pay amounts owed; 30 days for all other defaults.
h. “Cause” defined as which cannot be cured.	FA - Sections XXIII.C.	FA - You fail to open the Business within specified timelines, you fail to attend and satisfactorily complete the initial training program; you fail to submit financial statements, tax returns, you use our names or marks on the Internet without our prior written consent; unauthorized use of Confidential Information; you engage in unfair business practices; abandonment or surrender of control of Business; misrepresentation or omission in application; felony conviction; unauthorized assignment or improper assignment upon death or disability; loss of possession of Business; failure to pay taxes or liens; dishonest or unethical conduct; assignment for benefit of creditors; you fail to satisfy a final judgment within 30 days; and bankruptcy.
i. Your obligations on termination / non-renewal.	FA - Section XXIV	FA - Cease operating Franchised Business; cease use of Confidential Information and Marks; no adaption of confusingly similar marks; deliver property containing the Marks; cancel assumed or similar name registrations; pay outstanding amounts and damages; transfer domain names and web sites; give us the rights to purchase your assets if we choose; deliver Manuals; assign phone numbers; comply with covenants and see “r” below.
j. Assignment of contract by us.	FA - Section XXII.C	No restriction on our right to assign.
k. “Transfer” by you- definition.	FA - Section XXII.B	Includes transfer of the FA and business assets by you.

l. Our approval of transfer by you.	FA - Section XXII.C and XXII.E	FA - We have the right to approve all transfers by you.
m. Conditions of our approval of transfer.	FA - Section XXII.B	FA - Full compliance; transferee qualifies; transferee does not operate a business similar to a Snooze® Mattress Co.; all amounts due are paid in full; completion of training by transferee; transfer fee paid; transferee agrees to be bound by all terms of FA; you sign and deliver other required documents including a general release to our satisfaction; transferee executes an assumption agreement; transferee upgrades the Store to our then current standards; you remain liable for all obligations that you incur prior to the date of transfer; you obtain all necessary consents from your lenders and governmental authorities for the transfer; you obtain the landlord's approval of the transfer; and you do not compete with us or our franchisees.
n. Our right of first refusal to acquire your business.	FA - Section XXII.C and XXII.E	FA - We have the right to match any offers.
o. Our option to purchase your assets upon termination or non-renewal.	FA - Section XXII.E and XXIV.G	FA - Purchase for fair market value determined by appraisal if parties are unable to agree.
p. Your death or disability.	FA - Section XXII.D	FA - Franchise must be assigned to approved buyer within six months.
q. Non-competition covenants during the term of the Franchise.	FA - Section XIX.C	FA - No involvement in any competitive business within ten miles of any franchise or company-owned business.
r. Non-competition covenants after the franchise is terminated or expires.	FA - Section XIX.C	FA - No interest in competing business for two years within ten miles of any company owned outlet or other franchises.

s. Modification of the Agreement.	FA - Section XXV.J.	FA - No modification except by written agreement, Operations Manuals are subject to change.
t. Integration / merger clause.	FA - Section XXV.K	FA - Only terms of the Disclosure Document and Franchise Agreement are binding (subject to state law). Any representations or promises outside the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration.	FA - Section XXV.D.	FA - Arbitration and mediation in El Paso County, State of Colorado (subject to State law).
v. Choice of forum.	FA - Section XXV.G.	FA - Litigation in El Paso County, State of Colorado (subject to state law).
w. Choice of law.	FA - Section XXV.G.	FA - State of Colorado laws apply (unless prohibited by laws of state where Franchise is located).
x. Liquidated Damages	FA - Section XXIV.H	FA - If the Franchise Agreement is terminated prior to its expiration date, you shall be obligated to pay within thirty (30) days of termination or expiration of the Franchise Agreement, a sum determined by adding together the average Royalty Fee payments and average System Advertising Fund Fee payments that was paid to us during the previous twelve (12) months for either the remaining term (or renewal term) of the Franchise Agreement or two years (whichever comes first). If you have not made twelve (12) months of payments to us, then the number of payments you have made will be used to calculate the average of such Royalty and System Advertising Fund Fee payments.

**ITEM 18**  
**PUBLIC FIGURES**

Grant Cardone, a well-known entrepreneur, author, sales and marketing trainer, international speaker, and real estate investor, is a principal in our affiliate company Wake Up Pueblo, LLC, appears in our marketing materials and at certain public relations and marketing events. Grant Cardone may also make personal promotional appearances on our behalf. We can use his name and photographs in certain marketing materials promoting the Snooze® Mattress Co. name and products sold by Snooze® Mattress Co. businesses. In addition, we are permitted to use, without payment or any special charges, certain materials bearing his name and likenesses in promotional materials. We may utilize Grant Cardone for the purpose of promoting the sale of franchises. Grant Cardone does not have any ownership interest in us or our affiliates Daydream, LLC, or Wake Up Pueblo, LLC

**ITEM 19**  
**FINANCIAL PERFORMANCE REPRESENTATIONS**

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

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Matt Smith, 102 Oneida Street, Pueblo, CO 81003 (719) 467-6001, or the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**Table One**  
**Systemwide Outlet Summary**  
**For Fiscal Years 2021 thru 2023**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised	2021	0	0	0
	2022	0	20	+20
	2023	20	27	+7
Company-Owned	2021	3	1	-2

	2022	1	1	0
	2023	1	2	+1
Total Outlets	2021	3	1	-2
	2022	1	21	+20
	2023	21	29	+8

**Table Two**  
**Transfers of Outlets from Franchisees to New Owners (other than Franchisor)**  
**For Fiscal Years 2021 thru 2023**

State	Year	Number of Transfers
California	2021	0
	2022	0
	2023	0
Colorado	2021	0
	2022	0
	2023	1
Minnesota	2021	0
	2022	0
	2023	1
Montana	2021	0
	2022	0
	2023	0
Pennsylvania	2021	0
	2022	0
	2023	0
Texas	2021	0
	2022	0
	2023	0

Utah	2021	0
	2022	0
	2023	0
Totals	2021	0
	2022	0
	2023	0

**Table Three**  
**Status of Franchise Outlets**  
**For Fiscal Years 2021 thru 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
AZ	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
CA	2021	0	0	0	0	0	0	0
	2022	0	3	0	0	0	0	0
	2023	3	0	3	0	0	0	0
CO	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	4	0	0	1	0	3
MI	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
MO	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
NE	2021	0	0	0	0	0	0	0

	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
TX	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
UT	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Totals	2021	0	0	0	0	0	0	0
	2022	0	6	0	0	0	0	6
	2023	6	6	3	0	1	1	6

**Table Four**  
**Status of Company-Owned Outlets\***  
**For Fiscal Years 2021 thru 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
CO	2021	1	2	0	0	0	3
	2022	3	2	0	0	2	1
	2023	1	0	1	0	0	2
Totals	2021	1	2	0	0	0	3
	2022	3	0	0	0	2	1
	2023	1	0	1	0	0	2

\* “Company-Owned Outlets” include the non-franchised businesses owned by our affiliate, Daydream, LLC. These businesses are not part of the Franchise System. They may be sold to others or to a franchisee in the future.

\*\* Our fiscal year end is Dec 31. As of the date of this Disclosure Document, our affiliate operated two (2) non-franchised businesses at the location listed below:

Snooze® Mattress Co.  
1002 N. Market Plaza, Unit B  
Pueblo West, CO 81007

Snooze® Mattress Co.  
5935 Dublin Blvd.  
Colorado Springs, CO 80923

\*\*\* On May 28, 2021, our affiliate, Daydream, LLC opened two additional non-franchised businesses. On April 1, 2022, Daydream, LLC sold two of its non-franchised businesses to a franchisee. On April 13, 2023, Daydream, LLC repurchased one of the franchised businesses and its assets from a franchisee.

**Table Five**  
**Projected Openings**  
**For the Period Ending December 31, 2024**

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Current Fiscal Year	Projected New Company Owned Outlets in the Current Fiscal Year
Arizona	2	1	
Colorado	3	3	1
Minnesota	1	2	0
Montana	3	0	0
Texas	2	0	0
Utah	2	1	0
<b>Totals</b>	<b>13</b>	<b>7</b>	<b>1</b>

A list of the names of all franchisees and the addresses and telephone numbers of their Snooze® Mattress Co. business is listed as Exhibit G to this Disclosure Document. A list of the name and last known home address and telephone number of every franchisee who has had their franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during Fiscal Year 2023 or who has not communicated with us within 10 weeks of our application date is attached as Exhibit H.

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

At this time, there are no previously owned Snooze® Mattress Co. franchised outlets for sale.

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

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

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

Our certified, independent, audited financial statements for the period from our date of incorporation on August 25, 2020, to December 31, 2023, are attached to this Disclosure Document as Exhibit I. Our fiscal year end is December 31.

**ITEM 22**  
**CONTRACTS**

The following agreements are attached as exhibits to this Disclosure Document:

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

**ITEM 23**  
**RECEIPTS**

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

**EXHIBIT A**

**FRANCHISE AGREEMENT**

**Between**

**Snooze International, LLC**

**and**

---

**Franchisee**



# FRANCHISE AGREEMENT

Between

**Snooze International, LLC**

102 Oneida Street

Pueblo, CO 81003

Direct: (719) 467-6001

Web: [www.SnoozeMattressCompany.com](http://www.SnoozeMattressCompany.com)

And

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Collectively referred to as “Franchisee”



**Snooze International, LLC  
FRANCHISE AGREEMENT**

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## Snooze International, LLC FRANCHISE AGREEMENT

### PARTIES

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

### RECITALS

**WHEREAS**, we have devised a uniform system for the establishment and operation of a mattress store that specializes in selling a variety of different types of mattresses and bedding accessories (the “System”) within a lifestyle center, shopping mall or free-standing structure. Each Snooze<sup>®</sup> Mattress Co. has an open-style sales floor that incorporates advanced technology and an interactive create-your-own pillow kiosk while offering for sale: a wide selection of mattresses in all sizes and various brands including our proprietary brand of mattresses, different box springs and frames (including adjustable box springs), a significant selection of pillows (in various shapes, fillings and colors), bedding accessories (such as: mattress pads, bedding sheets, blankets, comforters, etc.), limited bedroom furniture for sale (such as bedroom sets, pedestals, headboards, etc.) and has an interactive furniture ordering kiosk featuring all types of different household furniture for sale (hereinafter referred to as “Products”) in addition to offering warranty programs, dream mapping services, build-your-own pillow services and delivery services (hereinafter referred to as “Services”) at any Snooze<sup>®</sup> Mattress Co. franchised location (hereinafter referred to as the “Franchise,” “Franchise Business,” “Franchised Business” or “Business”); and

**WHEREAS**, we identify our System by means of certain trade names, service marks, trademarks, logos, emblems, trade dress and other indicia of origin, including but not limited to the marks “Snooze Mattress Co.” and such other trade names, service marks, trademarks and trade dress as are now designated (or may be designated hereafter by us in writing) for use in connection with our System (referred to as the “Names and Marks” or “Names” or “Marks”); and

**WHEREAS**, we have entered into an exclusive license (“License Agreement”) with Daydream, LLC for the right to use and sublicense to our franchisees the Names, Marks, and other property in connection with the operation of a Snooze<sup>®</sup> Mattress Co. business and have developed expertise (including confidential information) and a unique, distinctive, and comprehensive system (“System”) for the establishment and operation of a mattress store; and

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

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

**WHEREAS**, we have the right to license a system or business program, including expertise for conducting and operating a business under the mark and design Snooze<sup>®</sup> Mattress Co., and

**WHEREAS**, Franchisee desires to obtain a franchise from us and we desire to sell a franchise to Franchisee for the right to use the Names and Marks and the expertise for operating an Snooze<sup>®</sup> Mattress Co. Franchised Business, and to obtain the benefits and knowledge of our System including, but without limitation our: distinctive build out and design specifications, Products (including our proprietary brand of mattresses that have been developed and manufactured by us and privately labeled products which are products developed by a third-party vendor and carry our brand), Services and warranty programs offered; purchasing, inventory management and operational strategies, methods, techniques and procedures; vendor and supplier relationships, specifications for all furnishings, fixtures, equipment, products and supplies used; product knowledge, presentation, merchandising and sales techniques; customer service standards, procedures for cleanliness, safety and quality control; guidelines for hiring, training and retaining employees, proprietary educational platform that houses our videos, training modules and courses (which includes curriculum, lesson plans and workshops) to complement your ongoing training efforts; customer acquisition, advertising, social media, marketing and promotional strategies and materials and in general a style, method and procedure of business operation utilizing the Names and Marks and System, all as a Franchisee of ours; and

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

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

**I. FRANCHISEE'S ACKNOWLEDGEMENT OF BUSINESS RISK AND ABSENCE OF GUARANTEE**

Franchisee (and each Owner) hereby represents that Franchisee has conducted an independent investigation of our business and System and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will depend upon Franchisee's abilities as an independent businessperson. We expressly disclaim the making of, and Franchisee acknowledges that it has not received any, warranty or guarantee, express or implied, as to the potential volume, revenues, gross income, margins, profits, or success of the Business contemplated by this Agreement. Franchisee further acknowledges that none of our employees, or agents has any authority to make any statement, warranty, or guaranty of the potential volume, revenues, gross income, margins, profits or success of the Business contemplated by this Agreement and that we have expressly instructed all of our employees not to make any warranty, guaranty, statement, or representation regarding the potential volume, revenues, gross income, margins, profits or success of the Business contemplated by this Agreement. Franchisee acknowledges that Franchisee has been given the opportunity to clarify any provision of this Agreement that Franchisee may not have initially understood and that we have advised Franchisee to have this Agreement reviewed by an attorney. Franchisee hereby releases us, our employees, shareholders, managers,

our affiliated companies, and agents from liability based on such representations or agreements, to the extent permitted by law or regulation.

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

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

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

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

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

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

## **III. ACTUAL, AVERAGE, PROJECTED OR FORECASTED FRANCHISE SALES, PROFITS OR EARNINGS**

We do not make or present and have not prepared Financial Performance Representations and have not made them as an exhibit to the Franchise Disclosure Document.

Franchisee, and each Owner or other person related to Franchisee who executes this Agreement, acknowledges that neither we nor any officer, director, employee or agent of ours have made, and Franchisee has not received or relied upon, any express written or verbal information, representations,

assurances, warranties, guarantees, inducements, promises or agreements concerning the actual, average, projected or forecasted franchise sales, revenues, profits, earnings, margins, volumes, or likelihood of success that Franchisee might expect to achieve from operating the Business (defined as “Financial Performance Representations”), except as may be in the Franchise Disclosure Document reviewed by Franchisee or its representatives.

#### **IV. RELATIONSHIP OF THE PARTIES**

##### **A. Franchisee is an Independent Contractor**

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

##### **B. Franchisor Is Not in a Fiduciary Relationship with Franchisee**

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

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

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

It is understood that Franchisee will have sole responsibility for its employees and all acts of its employees, and all employment-related decisions involving wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, withholding income tax, social security contributions, Medicare contributions, unemployment fund contributions, advertising for potential employees, interviewing potential employees, and all other terms and conditions of employment (as described in Section XII.F). The Franchisee must disclose to each of its employees in writing, in a form approved by us

in advance, that we are not a “joint employer” of the Franchisee’s employees. The Franchisee acknowledges that we do not control the Franchisee’s personnel policies, including establishing wage and hour requirements, hiring, firing, setting wages, disciplining, supervising, and record keeping of employees.

**V. FRANCHISE GRANT**

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

It is understood and agreed that, except as expressly provided herein or any other agreement that is executed, this franchise grant does not include the right of Franchisee to sub franchise.

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

**VI. TERRITORY**

Franchisee is not granted an exclusive territory. The Franchisee is granted a Territory that is a protected territory as defined in this Agreement. The location of the Franchise Business (referred to as the “Store”) shall be: within the State of \_\_\_\_\_ in the county of \_\_\_\_\_. If the actual Franchise Business address has not yet been chosen, your Accepted Location shall be within an area referred to as the “Search Area.”

**The Search Area is:**

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**The exact “Accepted Location” of the Store is:**

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**The protected Territory will be:** \_\_\_\_\_ driven from any direction of the Store.

If the Parties do not select a Territory in which to operate the Store prior to the signing of this Franchise Agreement, then they shall agree to it at a later date, under the terms of this Agreement. Failure to secure a lease for the Store within ninety (90) days after the execution of this Agreement and/or failure of Franchisee to open the Store within one hundred eighty (180) days after the execution of this Agreement will permit us to terminate this Agreement, as provided in Section XXIII.C. The Territory, under the terms of this Agreement, will include up to two (2) miles driven in any direction from the Store as defined by Google Maps or a similar computer mapping program. We reserve the right to grant a Territory that is larger or smaller than the two (2) mile area described above, in order to account for more densely or sparsely populated areas. Franchisee may not conduct business out of any other location or locations other than the Accepted Location identified above however, Franchisee may: (i) conduct business at off-site events (such

as: community events, home shows, expos, festivals, etc.) to promote its Store, sell Products and offer Services as long as such events are within the Franchisee's Territory; and (ii) sell and ship Products and provide Services to anyone who comes from anywhere so long as all Products sold and Services performed are from Franchisee's Accepted Location or at offsite events within its Territory and do not result from Target Marketing (as defined below).

The size of the Territory which normally will be up to two (2) miles driven in any direction from the Store (as described above), will be determined by population base, demographics of the surrounding area, competition, availability of appropriate sites, reasonable rent, business potential or other conditions important to the successful operation of a Franchised Business as we deem appropriate (such as the number and type of mattress stores or related retailers that are in your area). The Territory is determined once a location is chosen and approved by us and will not be altered even if there is a population increase or decrease during the term of this Agreement. The Territory is not dependent upon achievement of certain revenues, sales volume, market penetration or any other contingency. The boundaries of the Territory shall be determined by major topographical features which clearly define contiguous areas such as: Streets, highways, freeways or other roadways, rivers, streams, mountains, and underdeveloped land. We determine the size and boundaries of the protected Territory.

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

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

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

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

If Franchisee is asked to conduct business at off-site events in geographical areas in which there is another franchise or company-owned business, Franchisee must refer that request to the Snooze<sup>®</sup> Mattress Co. business in that geographical area or directly to us. Whether the other Snooze<sup>®</sup> Mattress Co. business is a franchise or company-owned business, Franchisee must not conduct business at off-site events in that geographical area. If there is not a Snooze<sup>®</sup> Mattress Co. business in that geographical area, then Franchisee must submit a request to conduct business at such off-site event to us and upon our written approval, Franchisee can proceed. We shall approve or deny Franchisee's request to conduct business at off-site events in other geographical areas not owned by other franchisees, us, or our affiliates, which approval is in our sole discretion, within five (5) days of Franchisee's written request. Approval may be revoked in our sole discretion by a written communication to Franchisee. Franchisee must be prepared to immediately cease conducting such events in that other geographical area when that unassigned area is purchased or if a company-owned business is placed in such area. We and other franchisees and company-owned businesses must refer off-site events within Franchisee's Territory to Franchisee.

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

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

We may, from time to time, establish certain programs for the benefit of franchisees and the System whereby Snooze<sup>®</sup> Mattress Co. franchisees will be permitted to sell Products and offer Services in accordance with the specifications described in any particular program established by us. Currently in effect, are our Warranty Programs, our proprietary Community Give-Back and Loyalty Programs (as defined in Section XII.H) and our National Account program. The National Account program is defined as follows:

- a) The term "National Account" means a special class of customers which may include but is not limited to large businesses, national organizations or non-profit organizations with outlets located in multiple territories and government agencies who on their own behalf or through agents, franchisees or other third parties owns, manages, controls or otherwise has

responsibility for buildings or common-services in more than one location whose presence is not confined within any one particular franchisee's territory regardless of the aggregate contract amount of the Products and/or Services the Franchisee wishes to provide or perform. Any dispute as to whether a customer is a National Account shall be determined by us in our sole and absolute discretion and our determination shall be final and binding;

- b) We shall have the exclusive right, unless otherwise specifically delegated in writing, on behalf of ourselves, Franchisee and/or any other franchisees utilizing the Marks, to negotiate and enter into agreements or approve forms of agreement to provide Products and perform Services to National Account customers, including any affiliate, company owned or franchised locations within the Territory;
- c) Following the execution of a contract with or the acceptance of a bid by a National Account customer which contemplates the provision of Products or Services to one or more National Account customer locations within the Territory, we will, if Franchisee is qualified and conditioned upon the terms of this Agreement and any addendum hereto, provide Franchisee the option to provide such Products and perform Services pursuant to the terms and conditions of the National Account contract or on such terms and conditions as we in our sole discretion determine;
- d) If Franchisee elects not to provide Products or perform Services to a National Account customer in conformity with the terms and conditions of the National Account bid or contract, or fails to make an election within the time specified by us, of being offered the opportunity by us, we shall have the right, exercisable in our sole discretion, to:
  - i. Sell directly or through any other affiliate or franchisee utilizing our Marks, the Products and/or Services to a National Account customer location(s) located anywhere on the terms and conditions contained in the National Account bid or contract; and/or
  - ii. Contract with another party to provide Products and/or perform Services to the National Account customer location(s) located anywhere on the terms and conditions contained in the National Account bid or contract between us and the National Account customer, utilizing our Marks or any trademarks, service marks or trade names.
- e) Neither the direct provision by us (or a franchisee, affiliate or agent of ours) of Products or Services to National Account customers as authorized in (i) above, nor if we contract with another party to provide such Products and perform Services as authorized in (ii) above, shall constitute a violation of Section VI of this Agreement relating to the Franchisee's Territory, even if such Products and/or Services are offered or performed from a location within the Franchisee's Territory. Franchisee disclaims any right to compensation for Products provided or Services performed by others pursuant to this section.

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

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

- 1) Own and/or operate ourselves and/or authorize others to own and/or operate:
  - a) Any kind of business in the Territory which is not substantially similar to a Snooze<sup>®</sup> Mattress Co. business, whether or not using the Marks and System and on any terms and conditions we deem appropriate; and
  - b) Any kind of business outside of the Territory including, without limitation, Snooze<sup>®</sup> Mattress Co. businesses, whether or not using our Marks and System and on any terms and conditions we deem appropriate;
- 2) Develop, distribute and sell Snooze<sup>®</sup> Mattress Co. labeled and branded (or any other brand) products and equipment (if we choose to develop and sell equipment in the future) to anyone located anywhere using any channel of distribution other than the operation of a Snooze<sup>®</sup> Mattress Co. Business in the Territory and on any terms and conditions we deem appropriate (including, but not limited to, furniture stores, other retail stores, discount warehouses, chiropractic or medical facilities and other similar venues and other channels of distribution such as television, mail, catalog sales, wholesale to unrelated retail outlets or over the Internet);
- 3) Develop or become associated with other concepts (including dual branding and/or other franchise systems), whether or not using our System and/or our Marks, and award franchises under such other concepts for businesses located and/or operating anywhere. If we become associated with a business within Franchisee's Territory that uses our Marks and System, we will make commercially reasonable efforts to maintain the protected status of Franchisee's Territory;
- 4) Acquire, be acquired by, sell our assets, sell our stock, membership units, or partnership units to, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere. Such transactions may include (but are not limited to) arrangements involving competing outlets and brand conversions (to or from our Marks and System). Franchisee agrees to participate at its expense in any such conversion as instructed by us. However, if we acquire or merge with a business within Franchisee's Territory that is similar to a Snooze<sup>®</sup> Mattress Co. business, we will make commercially reasonable efforts to maintain the protected status of Franchisee's Territory;
- 5) We may choose in our Business Judgment (as defined in Section XXI of this Agreement) to advertise, offer, and sell Products and/or provide Services through the Internet and other similar venues (no matter where the customer is located) without paying any compensation to Franchisee. The Internet is a channel of distribution reserved exclusively to us. Franchisee may not independently market on the Internet or conduct e-commerce, without our written consent; and
- 6) Acquire or establish any Websites utilizing a domain name incorporating one or more of the following words: bed, center, company, craft, dream, experience, mattress, pillow, service, sleep, snooze, solution, stop, store, or any variation thereof or any other words that describe the Business as determined by us. The term "Website" includes: Internet home pages, as well as other electronic sites (such as social networking sites like Yelp, Instagram, Facebook, Twitter, LinkedIn, blogs, and other applications). Currently Franchisee is authorized to participate in Facebook, Instagram, and Yelp. Other than Facebook, Instagram and Yelp, Franchisee shall not establish a Website on the Internet using any

domain name containing the words listed above or any variation thereof. Franchisee acknowledges that we have all right, title, and interest in and to such domain names, as we shall designate in the Operations Manual. Franchisee must provide us with all login and password information for all Websites and acknowledges that we have the right to monitor, remove, edit, and delete any content (including posts) as we consider appropriate. Franchisee must comply with our requirements regarding discussing, advertising, or disseminating any information, or otherwise having a presence on a Website, regarding the Business. If we approve a separate Website (which we are not obligated to do), then each of the following provisions will apply: (i) Franchisee may neither establish nor use any Website without our prior written approval; (ii) before establishing any Website, Franchisee must submit to us, for our prior written approval, a sample of the proposed Website, including its domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including meta-tags), in the form and manner we may require; and all such work must be performed by us, our affiliates or approved vendors; (iii) Franchisee must not use or modify a Website without our prior written approval; (iv) Franchisee must comply with the standards and specifications for Websites that we may periodically prescribe in the Operations Manual or otherwise in writing; and (v) if we require, Franchisee must establish hyperlinks to our Website and other Websites; and (vi) Neither Franchisee nor any of its employees shall post any information regarding us, our members, managers, officers, or employees, or the System, on any Website or any internet site, without our prior written approval, nor any disparaging statement either during or after termination or expiration of the Agreement. Further, Franchisee shall monitor its employees to prevent them from making any such postings. We retain the right to pre-approve Franchisee's use of linking and framing between the Franchisee's web page and all other Websites. The Franchisee shall within five (5) days, dismantle any blogs, frames, and links between the Franchisee's websites and any other Websites and cause any advertisements to be removed, if and as requested by us.

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

## **VII. TERM AND RENEWAL OF AGREEMENT**

### **A. Term**

The franchise herein granted for a Snooze<sup>®</sup> Mattress Co. Business, shall be for a term of ten (10) years from the date of execution and acceptance (the "Effective Date") of this Agreement by us and subject to earlier termination as herein provided.

### **B. Renewal**

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

1. Franchisee shall give us written notice of its election to renew not more than twelve (12) months and not less than six (6) months prior to the end of the then current term. We will

respond to Franchisee's written notice to renew no later than thirty (30) days after receipt of such notice by email or any other form of written communication;

2. Franchisee must not currently be in default under any provision of the Agreement, any amendment hereof or successor hereto, or any other agreement between us and Franchisee, and Franchisee shall have complied with all the terms and conditions of all such agreements during the terms thereof;
3. Franchisee's right to renew is contingent on satisfactory performance of and full compliance with this Agreement and any renewal agreement. We may refuse to renew or extend the Franchise if: (a) Franchisee has failed to use its best efforts to operate the Franchised Business to our satisfaction (which includes failure to keep in inventory and offer for sale approved Products); (b) the Franchise is terminable by law or under this Agreement; (c) Franchisee fails to give timely written notice of its exercise of its renewal option; (d) we are withdrawing from franchising in the geographic market Franchisee serves; (e) Franchisee fails to satisfy our then-current standards for new franchisees; or (f) Franchisee has been in default of this Agreement more than three (3) times during the entire five (5) year term;
4. Franchisee shall have satisfied all monetary obligations owed by Franchisee to us and our affiliates, and shall have timely met these obligations throughout the previous term;
5. Franchisee shall execute our then-current form of agreement, which agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement. We will not charge Franchisee any renewal fee, which renewal may be for the same protected area as outlined in Section VI, or Territory, above;
6. Franchisee shall comply with our then-current qualification and training requirements;
7. Franchisee must execute a general release, in a form prescribed by us releasing any and all claims against us and our affiliates, and their respective owners, officers, directors, agents and employees, if such release is not in conflict with any local, state, or federal laws; and
8. Franchisee shall upgrade, remodel and/or refurbish the Store (both inside and outside) in order to meet our then-current standards. All graphics, signage, furnishings, fixtures, technology items (such as: POS system, computers, software, camera surveillance system, flat screen televisions, security alarm system, telephones, and sound system) located at the Store must be updated to meet our then-current requirements. All remodeling, modernization, redecoration, or replacements will be completed at Franchisee's expense in accordance with our specific standards and specifications.

## **VIII. FRANCHISEE'S INITIAL INVESTMENT**

The Franchisee's initial investment will vary depending upon the size of the Store, the location of the Store, if Franchisee chooses a space with high visibility, build out expenses, amount of furnishings, fixtures and equipment Franchisee purchases and if Franchisee chooses to finance some the equipment; amount of inventory Franchisee purchases, number of employees Franchisee hires, time of year when Franchisee starts business, implementation of a marketing plan, Franchisee's management skills, economic conditions, competition in the surrounding area and other factors.

Franchisee hereby certifies that he or she has sufficient cash resources available to meet said expenses. These start-up costs include the Initial Franchise Fee.

## **IX. FRANCHISEE'S INITIAL FRANCHISE FEE**

### **A. Initial Franchise Fee and Payment**

By executing this Franchise Agreement, the applicant agrees to become a Franchisee and pay an Initial Franchise Fee in the amount of Forty-nine thousand nine hundred dollars (\$49,900) for a Snooze<sup>®</sup> Mattress Co. Business. This Initial Franchise Fee includes the right to operate a single Snooze<sup>®</sup> Mattress Co. Business in a Territory that is up to two (2) miles driven in any direction from the Store as described in Section VI of this Agreement. The Initial Franchise Fee includes web server setup for an affiliate regional web page housed within our national website that will include access to franchise portals online that houses our proprietary educational platform, access to a self-study program (and related materials) to be completed prior to Franchisee attending our initial training program, our proprietary operations manual (and other materials), a five (5) day initial training program at corporate headquarters and up to three (3) days of either pre-opening or grand opening assistance.

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

### **B. Time Limit for Starting Business**

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

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

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

As between us and the Franchisee, the Franchisee shall bear the entire risk of any damage, loss, theft, or destruction to the Store from any cause whatsoever or requisition of the Store by any governmental entity or the taking of title to the Store by eminent domain or otherwise (collectively, "Loss"). The Franchisee shall advise us in writing within ten (10) days of any such Loss. No such Loss shall relieve the Franchisee of the obligation to pay Royalty Fees and all other amounts owed hereunder. In the event of any such Loss, we, at our option, may: (a) if the Loss has not materially impaired the Store (in our reasonable

Business Judgment), require that the Franchisee, upon our demand, place the Store in good condition and repair reasonably satisfactory to us as mentioned above; or (b) if the Loss has materially impaired the Store and it is substantially destroyed, (in our sole judgment), we may require the Franchisee to repair the existing Store or find an alternative location within the Territory within ninety (90) days or soonest possible timeframe according to Franchisee’s lease. We may extend this period an additional thirty (30) days at our discretion and failure of Franchisee to comply may result in termination of this Agreement. Upon termination, the Franchisee must return to us the System (including all materials), and we have the first right of refusal to purchase all Assets (as described in Section XXIV.G), but any such purchase price will be reduced to account for the Loss the Franchisee incurred.

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

C. Cooperation Required

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

D. Establishing Additional Franchise Businesses

If Franchisee desires to establish and operate additional Snooze<sup>®</sup> Mattress Co. businesses, we may in our sole discretion, grant Franchisee the right to operate a second Business (and any additional Businesses thereafter) for a reduced Franchise Fee of twenty-five thousand dollars (\$25,000) each. Franchisee must meet minimum conditions: (a) Franchisee must have satisfied our then-current qualifications and training requirements; (b) Franchisee must execute our then-current franchise agreement; and (c) the Franchisee must not currently be or have been in default of any terms of this Agreement plus any other requirements to purchase an additional franchise.

X. OTHER FEES

A. Royalty Fees

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

Royalty Month:	Your Minimum Royalty Payment Will Be:
Months 0-6	5% of your Gross Revenues or \$500
Months 6-12	5% of your Gross Revenues or \$1000
Months 12-18	5% of your Gross Revenues or \$1500

Months 18-24	5% of your Gross Revenues or \$2000
Remainder of Term	5% of your Gross Revenues or \$2500

As used in this Agreement, “Gross Revenue” shall include all revenue accrued from the sale of Products and performance of Services in, at, upon, about, through or from the Business, whether for cash or credit and regardless of collection in the case of credit, and income of every kind and nature related to the Business. The sale of Products and performance of Services on any alternative channels of distribution (if we authorize any such activity in the future, for example on the Internet, mobile devices, etc.) or away from the Accepted Location (such as at off-site events) is also included in computing Gross Revenue. Gross Revenue also includes fair market value for any product or service Franchisee receives in barter or exchange for its Products or Services in addition to all insurance proceeds and/or condemnation awards for loss of sales, profits, or business. However, Gross Revenue shall not include: (i) revenues from any sales taxes or other add on taxes collected by Franchisee for transmittal to the appropriate taxing authority; (ii) gratuities paid by customers to Franchisee’s employees; (iii) the retail value of any donated and complimentary (free) Products and/or Services offered to customers or employees up to a maximum of one half percent (½ %) of Gross Revenues per month for the Business; (iv) the amount of refunds and/or voided transactions under one half percent (½ %) of Gross Revenues Franchisee in good faith gives to customers and customer refunds of previous payments Franchisee made; (v) gift card sales Franchisee makes from its Business; and (vi) any rebates received from manufacturers or suppliers. For clarity, in no event may Franchisee exclude or deduct from Franchisee’s Gross Revenues more than the one percent (½%) as described above in subsections (iii) and (iv). We have the right to change, modify or discontinue Franchisee’s ability to exclude the amount of refunds and voided transactions and/or donated and complimentary Products and/or Services, from Franchisee’s Gross Revenue calculation for any reason whatsoever upon ninety (90) days’ written notice to Franchisee.

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

**B. System Advertising Fee**

Franchisee will pay a System Advertising Fee equal to two percent (2%) of Gross Revenues (as defined below). The System Advertising Fee is to be paid in the same manner as the royalty obligation (as defined in Section X.A), begins immediately after the Business is open for operation and continues for the term of the Agreement. The System Advertising Fee can be increased by us, and such increase will not exceed three percent (3%) of Franchisee’s Gross Revenue per month in any calendar year (and for the term). If we increase the System Advertising Fee, Franchisee will be given ninety (90) days’ notice prior to such increase.

The System Advertising Fee is to be received by us on or before the fifth (5<sup>th</sup>) day of each month for the prior month. This fee will be deposited into our System Advertising Fund (the “Fund”) for ongoing technology and new product development, and such national advertising or public relations programs as we, in our sole discretion, may deem appropriate to promote the Marks. The Fund may also be used for local franchisee group advertising or marketing and franchisee advisory council expenses; local, regional, national, or international advertising or marketing; administration of advertising and marketing (including salaries, accounting, collection, legal and other costs), related expenses and any media (including media production costs) or agency costs. We will direct all such programs, and will have sole discretion over the

creative concepts, materials, endorsements, and media used in such programs, and the placement or allocation of such programs. We reserve the right to determine in our sole discretion the composition of all geographic territories and market areas for the implementation and development of such programs. Snooze<sup>®</sup> Mattress Co. businesses owned or operated by us will contribute to the Fund on the same basis as franchisees once the Fund is established.

We may disclose the identity of vendors who pay promotional allowances to us upon request and only after Franchisee's signing an appropriate non-disclosure agreement. If we require Franchisee to buy items from a vendor who pays these allowances, we may do one of the following: (i) place all or some of the allowances in the Fund or (ii) spend them directly on related advertising. This does not apply to fees we receive from purchases that are not required to be made from a specified source. We are not obliged to spend more on advertising and marketing than the amount of the Fund. Any unspent balance in the Fund at the end of the year may be carried over to later years and used for the purposes described in this Agreement. Neither we nor any of our members has any fiduciary duty to the Franchisee regarding any System Advertising Fund.

Franchisee's failure to pay required System Advertising Fees is a material breach of this Agreement, subjecting Franchisee to all remedies at law and as set forth in this Agreement. We may remove Franchisee from advertising or marketing materials without notice if Franchisee fails to timely remit its System Advertising Fee.

C. Local Advertising Fee

Franchisee must spend a minimum of 10% of Gross Sales Target or no less than \$5k per month for the first year of operation and then at least 5% of gross sales thereafter on local advertising and promotion, in addition to payment of the System Advertising Fee required above. This local advertising requirement starts the second (2<sup>nd</sup>) month after the Business is open for operation. We shall have the right to approve or disapprove any advertising proposed for use by Franchisee. Franchisee may choose to advertise the Business any way it chooses so long as such advertising and marketing materials are approved by us (as described in Section XII.L) and are in the format as specified in our Operations Manual.

D. Electronic Funds Transfer

We reserve the right to require Franchisee to remit fees and other amounts due to us hereunder via electronic funds transfer or other similar means utilizing our approved POS or computer system or otherwise. If we notify Franchisee to use such payment method, Franchisee agrees to comply with procedures specified by us and/or perform such acts and deliver and execute such documents including authorization, in the form attached to this Agreement as Schedule 1 "Authorization Agreement for Prearranged Payments" for direct debits from Franchisee's business bank operating account, as may be necessary to assist in or accomplish payment by such method. Under this procedure, Franchisee shall authorize us to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts payable to us and any interest and related processing fees charged due thereon. Franchisee shall make funds available to us for withdrawal by electronic transfer no later than the due date for these payments. If Franchisee has not timely reported its Gross Revenue to us (as defined in Section X.A) for any reporting period, then we shall be authorized, at our option, to debit Franchisee's account in an amount equal to (a) the fees transferred from Franchisee's account for the last reporting period for which a report of the Business's Gross Revenue was provided to us as required hereunder or (b) the amount due based on information retrieved from our approved POS and/or computer system (whichever is greater).

E. Technology and Software Fee

Franchisee will be required to use specific point of sale “POS” system and software for the operation of the Store and must use our approved vendors for such system and software. The POS software is specific to the retail industry that manages customer information and everything from tracking inventory to sales and incorporates reporting functionality. The current technology and software fee is for POS support, the usage of the software in addition to ongoing software support and is currently five hundred to five hundred fifty dollars (\$500-\$550) per month per POS system for up to twenty (20) users and is paid to our approved vendors. We would expect Franchisee will not need more than three (3) users for its Store.

Franchisee is also required to use a specific third-party customer relationship management software program for the operation of the Store. This software program is specific to the retail and sales industry that provides customer follow up functionality that includes sending messages and announcements electronically and via text, allows customers to post reviews and integrates well with other third-party software programs. The software fee is for the usage and ongoing support of such program is currently two hundred to two hundred twenty-five dollars (\$200-\$225) per user per month regardless of the number of end users, messages being sent and size of your database. Customer relationship management software fees are paid to our approved vendors. Franchisee is also required to use the Snooze media streaming service, including updates and maintenance which is currently fifty dollars (\$50) per month.

Franchisee is also required to use specific third-party door count software program for the operation of the Store. This software program is specific to the retail industry that ties directly into the camera surveillance system, provides real-time counts of customers that enter the Store, records visual images of customers, and integrates well with other third-party software programs. The software fee is for the usage and ongoing support of such program and is currently ninety-five dollars to one hundred ten dollars (\$95-\$110) per location per month and regardless of the number of cameras you have in your Store. Door count software fees are paid to our approved vendors.

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

F. Music Subscription Fee

Franchisee is required to purchase a commercial free music subscription from our approved vendors for the operation of its Business. Such music subscription allows Franchisee the ability to have streaming commercial and royalty free music in the Store. Music subscription fees range from ten to twenty-five dollars (\$10-\$25) per month and is payable to our approved vendors. Music subscription fees are non-

refundable. It is Franchisee's responsibility to install and upgrade any equipment and software required for such music subscriptions for its Business. We, at our sole discretion, may change such music subscription requirements at any time and will provide Franchisee with ninety (90) days' written notice to implement such changes, however Franchisee recognizes that we have no control if our approved vendors increase the monthly and annual subscription fees as outlined above. Franchisee acknowledges that Franchisee must comply with such changes in music subscription requirements at its own expense. If Franchisee fails to comply with our music subscription requirements within the timeframe stated above, such failure may be deemed a material breach of this Agreement subjecting Franchisee to all remedies at law and as set forth in this Agreement.

G. Security Alarm Fee

Franchisee is required to use a professional security alarm monitoring service for its Store. It is Franchisee's responsibility to find, hire and manage its security alarm system (this includes installing all necessary security alarm monitoring equipment necessary at its expense). The cost for such security alarm service fees ranges from thirty to fifty-five dollars (\$30-\$55) per month and is payable to our approved vendors or third parties. We may, at our sole discretion, change such security alarm monitoring service requirements at any time and will provide Franchisee with ninety (90) days' written notice to implement such changes, however Franchisee recognizes that we have no control if our approved vendors increase the monthly security fees as outlined above. Franchisee acknowledges that Franchisee must comply with such changes in security alarm monitoring requirements at its own expense. If Franchisee fails to comply with our new security alarm monitoring requirements within the timeframe stated above, such failure may be deemed a material breach of this Agreement subjecting Franchisee to all remedies at law and as set forth in this Agreement.

H. Electronic Mail Fee

Franchisee will be required to access, use, and operate electronic mail (email addresses) for the operation of its Store. We will provide Franchisee with five (5) email address at our cost as part of the initial training program; however, Franchisee will be responsible for the costs of additional electronic mail accounts (email addresses) and ongoing fees provided by a third-party vendor. The current fee for electronic mail ongoing usage is currently ten to fifteen dollars (\$10-\$15) per month for each email address. Franchisee is required to use a specific third-party vendor for electronic mail services and all electronic mail fees are payable to us or our affiliate.

The use of all electronic mail may require Franchisee to sign a third-party license agreement. It is Franchisee's responsibility to install, maintain and upgrade any hardware and software necessary to access and operate electronic mail (email) at its own expense. We, at our sole discretion, may change such electronic mail requirements (including approved vendors) at any time and will provide Franchisee with ninety (90) days' written notice to implement such changes. Franchisee acknowledges that Franchisee must comply with such changes in electronic mail requirements at its own expense. If Franchisee fails to comply with our electronic mail requirements within the timeframe stated above, such failure may be deemed a material breach of this Agreement subjecting Franchisee to all remedies at law, and equity, as well as set forth in this Agreement.

I. Web Page Edits, Updates, Changes, Maintenance and Promotion Fees

We, our affiliates and/or approved vendors will perform all web page edits, changes, updates, content revision and perform all website promotions over the Internet for Franchisee. Franchisee will pay a rate of one hundred twenty-five dollars (\$125) per hour (or current fair market rates) to us, our affiliates, or approved vendors for such services. Any requests for changes, edits or updates to Franchisee's web page or any type of website promotion over the Internet must be approved by us in writing and the work is to be performed by us, our affiliates, or approved vendors. We shall approve or deny Franchisee's request, which

approval is in our sole discretion, within thirty (30) days of receipt of Franchisee's written request by email or any other form of written communication. We may change such web page maintenance, update, and promotion requirements, at our sole discretion, and Franchisee shall have ninety (90) days after receipt of our written notice within which to adhere to the new web page maintenance, update, and promotion requirements at Franchisee's expense, without any liability to us. If Franchisee fails to comply with our new web page edit, update, changes, maintenance, and promotion requirements within the timeframe mentioned above, such failure may be deemed a material breach of this Agreement subjecting Franchisee to all remedies at law and as set forth in this Agreement.

J. Product, Vendor and Equipment Assessment Fee

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

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

K. Digital Marketing Fee

Franchisee will be required to obtain and use digital marketing package, which includes search engine optimization (SEO) monitoring, keyword optimization on franchisee's localized pages on the website, and content optimization. This fee is \$300 and is payable to us, our affiliates, or our approved vendors. Digital Marketing Fees are uniformly imposed on all franchisees.

L. Integrated Advertising Fund

Shared DMA Integrated a Co-Op Advertising Fund, designed to support cooperative advertising and promotional endeavors within shared designated market areas (DMA). Franchisees that operate in a shared DMA commit a percentage of their gross sales to this fund on a monthly basis, pooling resources to amplify brand visibility and market presence in shared DMAs. The fund is dedicated solely to advertising activities across various channels, with franchisee engagement and collaboration being paramount. Administration is overseen by us, ensuring funds are utilized effectively, with regular reporting provided to franchisees. The agreement remains in effect until terminated. Fund disposition is at our discretion. This cooperative effort fosters brand growth and market penetration for franchisees within their respective markets (Franchise Agreement Section X.L)

**XI. FINANCING ARRANGEMENTS**

Franchisee hereby acknowledges that financing is the responsibility of the Franchisee. We do not finance or guarantee the obligations of the Franchisee for a Snooze<sup>®</sup> Mattress Co. Business. The Initial

Franchise Fee is due and payable upon execution of this Agreement and as set forth in Section IX.A of this Agreement.

## **XII. GENERAL OBLIGATIONS OF FRANCHISEE**

### **A. Follow Operations Manual and Directives of Franchisor**

Franchisee agrees that use of our System and adherence to our Operations Manual (the “Operations Manual” or “Manual”) and compliance with our standardized design and specifications for furnishings, fixtures, decor, and uniformity of the Store are essential to the image and goodwill thereof. The Manual contains mandatory and suggested specifications for the Store, standards and operating procedures and further defines Franchisee’s obligations under this Agreement. We may change or add to the Manual to reflect changes in our image, specifications and procedures and methods of operation and will lend Franchisee copies of any changes or additions. Franchisee shall cooperate and assist us with any customer or marketing research program, which we may institute from time to time. Franchisee’s cooperation and assistance shall include, but not be limited to, test marketing new Products or Services, purchasing a reasonable quantity of products to be tested, providing communication with us regarding such testing programs, the distribution, display and collection of surveys, comment cards, questionnaires, evaluations, and similar items.

### **B. Operate Franchised Business Only**

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

Franchisee must conduct all business through its Store unless otherwise approved by us in writing. Franchisee must disclose to us any pre-existing businesses and agree to sign and deliver to us, along with a signed copy of this Agreement, the attached Schedule 2 “Pre-Existing Businesses” attached to this Agreement.

### **C. Comply with Laws**

Franchisee shall comply with all federal, state, and local laws, ordinances, zoning laws, transportation laws, health and safety ordinances, and regulations that may be required for full and proper operation of the Business franchised under this Agreement in Franchisee’s state of operation. Such safety ordinances and laws include those relating to the manufacture, labeling, disposal and sale of mattresses and related bedding products (including flammability regulations, Consumer Products Safety Information Act (“CPSIA”) and other product safety laws). Franchisee must also comply with all consumer protection laws and regulations, including compliance with federal and/or state solicitation, telemarketing (for example, the “do not call” registry), email solicitation, privacy and consumer credit and collection laws which are generally applicable to all businesses that sell directly to the end-user. Such laws include but are not limited to: wage and hour laws, labor laws, Workers’ Compensation and unemployment laws, laws relating to non-discrimination in hiring and accessibility, zoning laws, transportation laws, fire codes and building construction, health and safety ordinances, Equal Employment Opportunity Commission (“EEOC”), Federal Trade Commission (“FTC”), laws and regulations relating to occupational hazards and health (“OSHA”) and other laws and/or regulations that may be required for full and proper operation of the Business franchised under this Agreement in Franchisee’s state of operation. There are also many state and local laws and regulations detailing how to define independent contractors for different purposes, such as

tax, effect of applicable employment laws, unemployment compensation and workers' compensation that Franchisee is responsible for knowing.

It is Franchisee's responsibility to know all such laws and requirements in its state. Franchisee must secure and maintain in force all required licenses, permits and certificates relating to the operation of a Snooze<sup>®</sup> Mattress Co. Business and must at all times operate the Business in full compliance with all applicable laws, ordinances and regulations (including without limitation, regulations relating to fictitious name registrations, sales tax permits, fire clearances, safety, truth in advertising, occupational hazards, health, laws relating to non-discrimination in hiring and accessibility, workers' compensation, harassment and unemployment insurance. In addition, with respect to credit card transactions and customer information obtained through credit card usage, Franchisee agrees to diligently comply with all laws and rules regarding such usage. Franchisee will protect the privacy of credit card customers and must at all times remain compliant with the payment card industry data security standards ("PCI Compliant"). Copies of all subsequent inspection reports of the conduct of a Snooze<sup>®</sup> Mattress Co. Business which indicates the Franchisee's failure to meet or maintain governmental standards, or less than substantial compliance by the Franchisee with any applicable law, rule, or regulation, shall be forwarded to us within five (5) days of the Franchisee's receipt thereof. Franchisee agrees to defend, hold harmless and indemnify us under Section XVIII of this Agreement which includes any claims arising out of Franchisee's failure to perform Franchisee's obligations as described above.

It is Franchisee's sole responsibility and absolute obligation to research all applicable federal, state, and local laws and regulations governing the operation of a Snooze<sup>®</sup> Mattress Co. Business. Our standards may exceed any and all of the requirements of any laws and regulations. We make no representations or assurances as to what licenses, permits, certifications, authorizations or otherwise will be required for Franchisee in the Franchisee's state or Territory in connection with a Snooze<sup>®</sup> Mattress Co. business. We may provide, assistance and guidance to Franchisee when obtaining permits, certifications, and authorizations; however, it is Franchisee's sole responsibility to identify and obtain all permits, certifications, and authorizations necessary for operation. Franchisee agrees to maintain high standards of honesty, integrity, fair dealing, and ethical conduct in all business activities.

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

The Snooze<sup>®</sup> Mattress Co. business is designed, constructed and is to be operated in compliance with all local, state, and federal laws, including (without limitation) the American with Disabilities Act ("ADA"). Even though we may have designed the space, Franchisee is responsible for compliance with all applicable federal, state, and local laws and regulations concerning access by customers with disabilities. Any required modifications to the Store must first be approved by us and are Franchisee's sole responsibility and expense. Franchisee agrees to execute and deliver to us an ADA Certification in the form attached to this Agreement as Schedule 4 before Franchisee opens the Store and to confirm and certify that the Store and any proposed renovations comply with the ADA requirements.

D. Maintain Confidentiality of Proprietary Information

Neither Franchisee nor any of its Owners if you are an Entity, or its officers, directors, shareholders, partners, members, agents, or employees, except as required in the performance of the duties contemplated by this Agreement, may disclose, or use at any time, whether during the term of this Agreement or thereafter, any confidential and proprietary information disclosed to or known by Franchisee or any such person as a result of this Agreement. Such information, includes, but shall not be limited to, confidential matters, trade secrets such as our: strategies for site acquisition, build-out, design, décor, color scheme and signage specifications; Products (including our proprietary brand of mattresses which is a line of mattresses that have been developed and manufactured by us and carry our brand and our privately labeled products which are products developed by a third-party vendor and that carry our brand), Services, warranty programs, Product and merchandising knowledge, operational strategies, methods, techniques and procedures; Product pricing, presentation, merchandising and sales strategies; specifications for all furnishings, fixtures, equipment, products and supplies used, purchasing strategies, vendor and supplier relationships, inventory management systems; guidelines for hiring, training and retaining employees and our proprietary educational platform that houses our videos, training modules and courses (which includes curriculum, lesson plans and workshops) to complement Franchisee's ongoing training efforts; procedures for cleanliness, service standards, safety, sanitation and quality control; website, software, Operations Manual, photographs, video presentations, forms, contracts, record keeping and reporting procedures; our proprietary community give-back programs, social media and promotional strategies; customer acquisition and proprietary loyalty programs, advertising, marketing, sales and promotional materials; proprietary information conceived, originated, discovered, or developed by Franchisee or by any employee of Franchisee which is not generally known in the trade or industry about our Products or Services, including information relating to discoveries, ideas, production, purchasing, accounting, engineering, website development and design, marketing and selling of our Products and Services (collectively referred to as "Confidential Information" and further defined in Section XVI.A of this Agreement).

Franchisee further acknowledges that the Confidential Information was unknown to Franchisee prior to negotiation for and execution of this Agreement and that the unique and novel combination of "know how," products, programs, methods, and techniques developed by us and licensed to Franchisee for the operation of a Snooze<sup>®</sup> Mattress Co. Business are particular to the retail industry conducted by a Snooze<sup>®</sup> Mattress Co. Business. Franchisee agrees to take all steps necessary, at Franchisee's expense, to protect the Confidential Information and shall not release it to any person that does not have a need to know, including employees, agents, and independent contractors, either during the term or after the termination or expiration of this Agreement without our prior written consent.

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

E. Maintain and Renovate Store

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

If at any time, in our sole and absolute discretion, the general state of repair, appearance or cleanliness of the Store or its fixtures, furnishings or signage does not meet our current standards, Franchisee expressly agrees that we have the right to notify Franchisee, specifying the action Franchisee must take to correct the deficiency. If Franchisee does not initiate action to correct such deficiencies within

ten (10) days after Franchisee receives notice from us, and then does not continue in good faith and with due diligence, a bona fide program to complete any required maintenance and refurbishing, we have the right, in addition to all other remedies, to enter the premises of the Store and do any required maintenance or refurbishing on Franchisee's behalf, and Franchisee agrees to reimburse us on demand for any expenses we incur.

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

F. Maintain Competent Staff

We will create and make available to Franchisee and its Owners if Franchisee is an Entity, training programs and other selected training materials, as we deem appropriate. Franchisee must staff a position to have day-to-day supervision for the operation and management of the Store (referred to as "Store Manager"). Franchisee's Store must be personally managed on a full-time basis by a Store Manager who has successfully completed our mandatory training and meets our then-current standards. The Store Manager may, but need not, be you or one of the Owners of the Store; however, this does not relieve Franchisee of its responsibilities to do so. Franchisee's Store Manager must be readily and continuously available to us. Franchisee will keep us advised, in writing, of all management personnel involved in the Business. Franchisee must train a replacement Store Manager (who we may disapprove in our sole and absolute discretion) in accordance with our training program. Franchisee's replacement Store Manager may attend our training program for a fee and subject to space availability. Currently the fee is two hundred fifty dollars (\$250) per person per day plus Franchisee's expenses as described in Section XX.A of this Agreement. Franchisee or its Store Manager is responsible for all travel, room and board, and food. We have the right to require that Franchisee's Store Manager be at the Business for any inspection we, our affiliates or third-parties conduct.

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

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

Franchisee will require its Employees to wear logoed pajamas (tops and bottoms) bearing the Marks to identify themselves while working at the Business and while servicing customers. Such uniform dress shall be of the design and color as we may prescribe from time to time, as set forth in the Operations Manual. If in the future we decide, in our sole discretion, to modify or change our uniform dress requirement, we will give Franchisee ninety (90) days' written notice to comply with such new standard. Franchisee understands that if we implement a change or modification to our uniform dress requirement in the future, Franchisee will be required to comply with such standard at its own expense.

G. Open Business within Time Limit

Time is of the essence. Franchisee must secure a lease within ninety (90) days of executing this Agreement and open a location for its Franchise within one hundred eighty (180) days after execution of this Agreement which includes having obtained our approval prior to opening, subject to Section IX.B of this Agreement. Prior to opening, Franchisee shall complete, to our satisfaction, all preparations of the Store, in accordance with specifications set forth in the Operations Manual, and as required by local governmental agencies, including installation of all furnishings, fixtures and signage; acquire all technology items (POS system, computers, software, camera surveillance system, flat screen televisions, security alarm system, telephones and sound system) and inventory of products and supplies; complete the self-study program we provide to Franchisee and completion of our initial training program; and provision to us of all required local information, artwork and photos for the completion of the Franchisee's web page.

H. Operate Business in Strict Conformity to Requirements

Franchisee must keep in inventory and sell Products, offer approved Services, adhere to our service standards, and operate the Store in strict conformity with such standards, techniques, and operational procedures as we may from time to time prescribe in the Operations Manual, or otherwise in writing, and shall not deviate without our prior written consent. Franchisee also agrees to purchase furnishings, fixtures, equipment, and technology items (such as: POS system, computers, software, camera surveillance system, flat screen televisions, security alarm system, telephones, and sound system) and to operate, service, repair, maintain and clean all such items according to our standards as outlined in the Operations Manual. Franchisee must keep all furnishings, fixtures, and technology items in clean and good working order at all times and purchase only approved parts to repair its technology items from our approved vendors and suppliers. All maintenance to the furnishings, fixtures, equipment, and technology items that cannot be completed by Franchisee must be performed by our approved vendors. Unless otherwise agreed by us in writing, in no event shall Franchisee use any furniture or fixture, piece of equipment or technology item that is more than ten (10) years old. Franchisee agrees to replace all furnishings, fixtures, equipment, and technology items at Franchisee's expense if such items (i) do not adhere to our appearance standards (as outlined in the Operations Manual) or become obsolete or inoperable; or (ii) if, in our sole discretion, replacement is necessary because of new functionality, change in software, change in methods of service or because of health or safety considerations. Franchisee has ninety (90) days after Franchisee receives written notice from us to either remove or replace such furnishings, fixtures, equipment, or technology items. Failure of Franchisee to remove, replace and/or maintain such items as described above may result in termination as described in Section XXIII.C of this Agreement.

Franchisee is required to use, offer, sell, and perform only approved Products and Services in the manner and style we specify which may, from time to time, be amended or modified in writing, designated, and approved by us. Prior to opening the Business for operation, Franchisee must adequately supply its Business with an assortment of equipment, products, and supplies (as described in Section XII.I of this Agreement) and such items must be purchased from us, our affiliates, or vendors on our approved vendor list (as further described below). All Products can be sold, and Services performed to anyone who comes from anywhere whether at the Store or at off-site events within the Franchisee's Territory as described in Section VI of this Agreement. Prior to opening the Store for business, Franchisee must adequately supply its Store with an assortment of products (as described in Section XII.I) and must merchandise, display, and

maintain in inventory all products in accordance with our specifications and as outlined in the Operations Manual. Franchisee is also required to offer the programs we specify (such as our warranty programs referred to as “Warranty Programs,” our proprietary community give-back programs referred to as “Community Give-Back Programs” and proprietary loyalty programs referred to as “Loyalty Programs”) that we have and may establish in the future and abide by the policies for such programs as developed by us. The term “Warranty Program” is defined as a limited warranty for any mattress specific to what the manufacturer prescribes that warrants against material defects and guarantees performance for a limited period of time with a promise to repair or replace such mattress at no cost and under certain circumstances as determined by each manufacturer or us for our proprietary mattresses. The term “Community Give-Back Program” is defined as the donation of Products or Services, charity event or fundraiser within the Franchisee’s Territory in an effort to give-back to the community and promote goodwill. The term “Loyalty Programs” are repetitive use programs for customers that provide incentives for customers to come back for additional purchases and also geared towards building brand awareness. Franchisee agrees to discontinue offering any Products, Services, and programs which we may, in our sole discretion, disapprove in writing at any time. There are no limits on our right to change, modify or discontinue any Product, Service or program Franchisee is authorized to offer in its Business. We will provide Franchisee with a written list of Products, Services, programs, and other promotional programs Franchisee is required to offer during the initial training program. Nothing in this Agreement shall be construed to be a promise or guarantee by us as to the continued existence of a particular Product, Service, or program; nor shall any provision herein imply or establish an obligation on our part to reinstate any Product, Service or programs discontinued by us or for any liability to Franchisee for any lost revenue incurred by Franchisee as a result of our decision to discontinue a particular Product, Service, or program. We will provide Franchisee with ninety (90) days’ notice to implement such Product, Service or program changes and Franchisee agrees to immediately comply with such changes at its own expense. We may periodically meet with a representative group of franchisees and solicit their input prior to discontinuing any Product, Service, or program.

Franchisee agrees to fully adhere to our level of service standards, comply with our required procedures for selling Products, offering, and performing Services as we may periodically adopt and must accurately post and label the prices for all Products. Additional products Franchisee desires to use or sell in its Business must be authorized in writing by us (as described in Section XII.I). In addition, Franchisee is prohibited from selling Products or offering Services over the Internet or on Websites; however, if we grant permission to Franchisee to sell Products and/or offer Services over the Internet and/or on Websites, all Products must be sold, and all Services must be performed from its Accepted Location and all Products must be sold and shipped directly from the Accepted Location for off-site events within its Territory. Currently we authorize our franchisees to participate on Facebook, Instagram, and Yelp. Except for Internet and Website sales as described above and off-site events within its Territory (as described in Section VI), Franchisee is not permitted to sell Products and/or offer Services from any other location, in any other media or alternative channels of distribution, whether known or hereinafter invented. Failure of Franchisee to refrain from selling Products and/or offering Services on the Internet or on Websites without our written approval (any type of sale is prohibited); and/or if we grant permission to Franchisee to sell Products and/or offer Services on the Internet or Websites (besides participating on Facebook, Instagram and Yelp mentioned above) and if Franchisee does not adhere to our standards as outlined in the Operations Manual for such sales, Franchisee will be considered to be in breach of this Agreement and we, in our sole discretion, may terminate this Agreement as described in Section XXIII.C.

Franchisee cannot implement, offer, perform, or sell any other type of product, service or program unless approved by us in writing. We will respond to Franchisee’s request to implement, offer, perform, sell, or provide a new product or program by email or any other form of written communication within thirty (30) days from the date the request is received. We shall have the right to require, as a condition of our approval and review, that Franchisee submit to us all materials and supporting documentation describing the Product, Service or program Franchisee wishes to use and/or implement with its customers and/or accounts. The cost of such investigation for approval shall be paid by the Franchisee (if applicable)

and we shall not be liable for denying Franchisee's request. Failure of Franchisee to adhere to these guidelines will result in termination of this Agreement as specified in Section XXIII.C.

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

Franchisee must accept credit and debit cards and other payment systems and may be required to accept check verification services as specified by us, and which we may change from time to time. Franchisee shall also offer for sale, and will honor for customers, any incentive, coupon, rewards, and Loyalty Programs (as described above), which we have developed or may institute from time to time, and Franchisee shall do so in compliance with our standards and procedures for such programs to the extent permitted by the laws of Franchisee's state. These programs may include, without limitation, membership programs, community event programs, co-op programs and other local and national activities. Franchisee's full and complete participation in such programs is required. Except as otherwise provided herein, compliance and participation shall be at Franchisee's expense.

Franchisee is encouraged to accept the referral of any customer from another franchisee, company-owned business or us who desires to receive Products or Services from Franchisee. If Franchisee chooses not to accept the referral, then we may provide such Products or Services directly or through another franchisee or third party without compensation to Franchisee. We encourage all Snooze<sup>®</sup> Mattress Co. businesses, when owned by different individuals, to work out a referral arrangement. Franchisee can provide Products and Services to anyone who comes from anywhere, as described in Section VI of this Agreement.

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

We may institute various programs designed to verify customer satisfaction and/or Franchisee's compliance with all operational and other aspects of the System, including (but not limited to) a toll-free number, online surveys, customer comment cards, secret shoppers or otherwise. We will share results of such programs as they pertain to Franchisee's Store, with Franchisee and Franchisee will reimburse us for

all costs associated with any and all such programs in the event that Franchisee is not in compliance with this Agreement and the System.

Franchisee recognizes that one of our primary methods of communication with Franchisees is through emails, announcements and/or memos we may periodically publish and distribute through our portals online provided to Franchisees on our website. Franchisee is responsible for knowing all of the information contained in the emails, announcements, memos, and the portals online and complying with any standards and specifications provided within them. We may establish and/or change our level of service standards for the operation of Franchisee's Business through our emails, announcements, memos, and portals online. The portals online house our proprietary educational platform that incorporates our video training modules and courses (including curriculum, lesson plans and workshops) intended to complement Franchisee's efforts in training its Employees. All training modules and courses within our educational platform are owned by us. Franchisee will be provided with access to our educational platform during the initial training program and there will be no usage fees. Nothing in this Agreement shall be construed to be a promise or guarantee by us as to the continued existence of our educational platform or a particular training module or course; nor shall any provision herein imply or establish an obligation on the part of us to reinstate our educational platform or any type of training module and/or course if discontinued by us or for any liability to Franchisee for any loss of revenue incurred by Franchisee as a result of our decision to discontinue our educational platform or a particular training module or course. Franchisee agrees that we have the right, in our sole discretion, to change, modify, add, or discontinue our educational platform or any training module or course at any time, in our sole discretion. We will have no obligation for the hosting of the portals on-line (for example if hosting company goes down or shuts down the portals for maintenance or security reasons) or to maintain the portals online indefinitely and may dismantle it at any time without notice and liability to Franchisee and the following will apply:

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

We may require Franchisee to join and participate in various industry specific local or national associations. Such associations may include but are not limited to the Better Business Bureau Association and Chamber of Commerce. These associations are deemed invaluable and necessary for the continued growth of the Business. Franchisee is responsible for all membership fees and any related costs. We reserve

the right to require Franchisee to join and participate in other professional organizations as we deem appropriate in our sole discretion. Franchisee's full and complete participation in such programs and associations are required. Except as otherwise provided herein, compliance and participation shall be at Franchisee's expense.

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

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

#### I. Use Approved Furnishings, Fixtures, Equipment, Products, Vendors and Suppliers

Franchisee acknowledges that we have spent considerable time in determining what furnishings and fixtures, equipment, products, processes, methods, systems, and technology used in the operation of a Snooze<sup>®</sup> Mattress Co. business. Accordingly, Franchisee acknowledges that Franchisee is required to use only approved furnishings, fixtures, equipment, products, supplies and services from us, our affiliates or approved vendors and suppliers that include, but are not limited to: furnishings and fixtures, equipment (such as: dream mapping technology system, pillow fill machine, pallet jacks dollies, etc.), technology items (such as: POS system, computers, software, camera surveillance system, flat screen televisions, security alarm system, telephones and sound system), products (such as: various brands of mattresses, box springs and frames, different types and sizes of pillows, bedding accessories, etc.), proprietary products (which is our line of mattresses that have been developed and manufactured by us and carry our brand), privately labeled products (which are different types of bedding merchandise developed by a third-party vendor and carry our brand), supplies (such as: general office and cleaning supplies), uniforms, signage, POS and technology support service providers, third-party financing providers, merchant service providers, security alarm providers, music providers, promotional merchandise, printed advertising materials and promotional items, shows and event marketing opportunities and vendor, co-branding, affinity programs. We will provide Franchisee with a written list of approved vendors and/or suppliers for all furniture,

fixtures, equipment, products, supplies and services that Franchisee is authorized to use in its Business. We may derive income through license fees, promotional fees, advertising allowances, rebates or other monies paid by approved vendors and/or suppliers. We do not know the precise basis of these payments because we have never previously collected them. If we require Franchisee to buy from us or our affiliates, the item's price and quality will be comparable to similar items from other sources. We may take a portion of that income to spend on advertising or place it in a separate franchise advertising account. If we require Franchisee to buy furnishings, fixtures, equipment, products, supplies or services from a vendor that pays such allowances, we may spend all such fees on related advertising or place them in the advertising account Fund as described in Section X.B of this Agreement. If we don't require the purchase, we need not place such fees in a separate account or use them on advertising. Franchisee agrees that we may periodically and upon written notice, add to, modify, or change our specifications for furnishings, fixtures, equipment, products and supplies and our approved vendors and suppliers. Franchisee agrees to promptly accept and implement, in the operation of the Business, all such additions, modifications and changes at Franchisee's expense. In addition, Franchisee acknowledges that:

1. We have spent considerable time designing the decoration and outfitting of a Snooze<sup>®</sup> Mattress Co. business with furnishings, fixtures, equipment, décor items and signage. This is part of our trade dress. Franchisee must purchase such items from us and/or our affiliates or approved vendors as specified in the Operations Manual and Section XII.T of this Agreement.
2. To ensure the consistent high quality and uniformity of Products and Services provided by Snooze<sup>®</sup> Mattress Co. franchised businesses, Franchisee must purchase and maintain in inventory all equipment, products, supplies and services (as described above) from us, our affiliates or approved vendors and suppliers who demonstrate to our continuing satisfaction an ability to meet our standards and specifications. We are not liable to Franchisee for any loss or damage, or deemed to be in breach of this Agreement, if we, our affiliates, or approved vendors and/or suppliers cannot deliver, or cause to be delivered, Franchisee's order of furnishings, fixtures, equipment, products, supplies or services where such items are out-of-stock or discontinued. Franchisee is prohibited from purchasing furnishings, fixtures, equipment, products, supplies and services from unapproved vendors and/or suppliers who are not on our approved list without our written approval. All vendors and suppliers that Franchisee purchases from must be approved in writing by us and may be disapproved by us anytime thereafter. We shall approve or deny Franchisee's request, which approval is in our sole discretion, within thirty (30) days of receipt of Franchisee's written request. Such approval or disapproval shall be made by e-mail or any other form of written communication. If Franchisee purchases any furnishings, fixtures, equipment, products, supplies or services from any unapproved vendor or supplier without our permission, as described above, it may result in termination of this Agreement as specified in Section XXIII.C.
3. In approving any vendor or supplier we may consider factors such as: price, quality, composition, performance, accuracy of product claims, durability, safety, technical specifications, frequency of delivery, design, service maintenance programs, determination of quality control, value, customer service strength, prompt attention to complaints, litigation against the supplier, reputation of supplier, any product recalls instituted by the United States Consumer Product Safety Commission, the supplier's financial strength and capacity to supply franchisee's needs promptly, reliably, and cost effectively. All vendors and suppliers must be approved in writing by us and may be disapproved by us anytime thereafter. If Franchisee desires to purchase unapproved furnishings, fixtures, equipment, products, supplies or services from unapproved vendors, Franchisee shall submit to us a written request for such approval. We shall approve or deny Franchisee's request, which approval is in our sole discretion, within thirty (30) days of receipt of Franchisee's written

request. Such approval or disapproval shall be made by email or any other form of written communication. We shall have the right to require, as a condition of our approval and review, that our representatives are permitted to inspect the facilities of the proposed vendor and that the proposed item is delivered to us or our designee for testing. The cost of such inspection and testing shall be paid by Franchisee, vendor or supplier and we shall not be liable for damage to or for the return of any sample and Franchisee may be responsible for the product, vendor and supplier assessment fee as described in Section X.J of this Agreement. We reserve the right, at any time, to re-inspect the facilities and to retest any furnishing, fixture, piece of equipment or product of any approved vendor and to revoke any approval if the vendor fails to continue to meet our standards.

4. Franchisee will not make any claims against us or our affiliates with respect to any vendor and/or related supplier for furnishings, fixtures, equipment, products, supplies or services (as described above) necessary for the operation of the Business (and/or our designation of, or our relationship with, any vendor/supplier/products). WE MAKE NO WARRANTIES REGARDING ANY VENDOR, FURNITURE, FIXTURES, EQUIPMENT, PRODUCTS OR SUPPLIES, AND HEREBY DISCLAIM THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, THE IMPLIED WARRANTY OF QUALITY OF COMPUTER PROGRAMS, THE IMPLIED WARRANTY OF SYSTEM INTEGRATION, AND THE IMPLIED WARRANTY OF INFORMATIONAL CONTENT. WE MAKE NO WARRANTY THAT ANY VENDOR PROVIDED SOFTWARE WILL BE BUG FREE, VIRUS FREE, OR FREE OF TROJAN HORSES OR FREE OF WORMS. WE MAKE NO WARRANTIES REGARDING ANY OPEN-SOURCE SOFTWARE OR CODE CONTAINED IN ANY EQUIPMENT, OR PRODUCT. FRANCHISEE HEREBY AGREES THAT SUCH DISCLAIMER IS AN ESSENTIAL PART OF THE BARGAIN, AND THAT WE WOULD NOT HAVE ENTERED INTO THIS TRANSACTION ABSENT SUCH DISCLAIMER. Any claim with respect to any vendor-related and/or similar matters shall be made only against the vendor in question. Franchisee will provide us with written notice prior to taking any action in connection with such a claim. We will use diligent efforts to assist Franchisee in resolving any disputes with vendors approved and/or designated by us.
5. Franchisee will be required to purchase, use and/or offer for sell all branded merchandise or Proprietary Products developed by us, which will be listed in the Operations Manual. The term “Proprietary Products” is defined as all products (including our line of mattresses that have been developed and manufactured by us), supplies, marketing materials, and branded products (including our privately labeled products which are different types of bedding merchandise developed by a third-party vendor and carry our brand) and/or equipment all of which must be purchased by the Franchisee directly either from us, our affiliates or approved vendors, unless the Franchisee has submitted and received written approval from us to use an alternate supplier. Failure of Franchisee to use and/or offer our Proprietary Products may result in termination of this Agreement as specified in Section XXIII.C of this Agreement.
6. Franchisee acknowledges that we do not now, but may in the future, require Franchisee to maintain in inventory a minimum representation of products and Proprietary Products in its Business. “Minimum Representation” shall be defined as the continuous maintenance of an amount of products and/or Proprietary Products meeting requirements as defined in the Operations Manual. Franchisee shall at all times comply with our Minimum Representation requirements, if any, and the terms of any auto-ship requirements (currently we do not have any auto-ship requirements; however, we do require that Franchisee purchase updates for all advertising, promotional and marketing materials and

miscellaneous forms when designated as mandatory by us and as specified in the Operations Manual). If we require Franchisee to carry a Minimum Representation of products or Proprietary Products in the future, we will provide Franchisee with written notice, and Franchisee will have ninety (90) days to comply with such requirement. If a particular product does not sell well in the Franchisee's Business, Franchisee may request that that specific item be removed from the Business and the required Minimum Representation list (if applicable). We shall approve or deny Franchisee's request, which approval is in our sole discretion, within thirty (30) days of receipt of Franchisee's written request. Such approval or disapproval shall be made by e-mail or any other form of written communication.

7. Franchisee shall not make any changes to the furnishings, fixtures, equipment, any products, Proprietary Products, or any third-party products including modifying furnishings, fixtures, or equipment, changing containers, packaging, labeling, promotional materials, advertising, cartons, or the like without our or the manufacturer's prior written approval, which may be withheld in the sole discretion of us or manufacturer. Failure to adhere to these guidelines will result in termination of this Agreement as specified in Section XXIII.C of this Agreement.
8. Franchisee may not independently act as an exclusive distributor for any third-party vendor or secure any exclusive rights to distribute any furnishings, fixtures, equipment, products and/or Proprietary Products inside or outside of Franchisee's Territory without our written consent. We shall approve or deny Franchisee's request, which approval is in our sole discretion, within thirty (30) days of receipt of Franchisee's written request. Failure to adhere to these guidelines will result in termination of this Agreement as specified in Section XXIII.C of this Agreement.
9. Franchisee shall not manufacture or produce any type of furnishing, fixture, piece of equipment or product that is similar to, or competes with any of our furnishings, fixtures, equipment, products, Proprietary Products, or third-party product, or in any channel of distribution selling similar furnishings, fixtures, or products without the advanced written consent of us or manufacturer, which may be granted or denied in our or the manufacturer's sole discretion. Violation of this provision shall be grounds for immediate termination as specified in Section XXIII.C of this Agreement.
10. Franchisee must inspect all furnishings, fixtures, equipment, and products promptly upon receipt and may reject any furnishings, fixtures or products that fails in any material respect to conform to manufacturer's description. Any product that has not been rejected within 5 (five) business days upon receipt shall be considered accepted. Rejected furnishings, fixtures, equipment, and products must be returned to the manufacturer or vendor within three (3) business days of the date on which manufacturer or vendor authorizes the return or as manufacturer specifies.
11. Notwithstanding anything to the contrary contained in this Agreement, Franchisee acknowledges and agrees that, at our sole option, we have and will continue to establish one or more strategic alliances or preferred vendor programs with one or more nationally or regionally-known suppliers who are willing to supply all or some Snooze<sup>®</sup> Mattress Co. businesses with some or all of the furnishings, fixtures, equipment, products, supplies or services (as defined above) that we require for use and/or sale in the development and/or operation of the Business. In this event, we may limit the number of approved vendors and/or suppliers with whom Franchisee may deal, designate sources that Franchisee must use for some or all of the above items and/or refuse any of Franchisee's requests to approve vendors or suppliers if we believe that this action is in the best interest of the System. We

shall have sole discretion to approve or disapprove of the vendors or suppliers who may be permitted to sell such items to franchisees.

12. Franchisee agrees to purchase, use, maintain and update at Franchisee's expense all technology items (as described above) and software that meet our specifications, as may be modified from time to time. We reserve the right to have independent access to all information that Franchisee stores in any POS system, computer, laptop, tablet, camera surveillance system and any software related to the Business. Franchisee agrees to comply with our then-current terms of use and privacy policies and any other upgrade requirements regarding all technology items and software, including Internet usage. Supplier and/or licensor charges for use, maintenance, support and/or updates of such required items are the Franchisee's responsibility.
13. Franchisee may be required to use our proprietary software for the operation of the Store (currently not in effect). If we develop proprietary software and require Franchisee to use such proprietary software, we will provide Franchisee with a ninety (90) day written notice to purchase (if applicable) and use such proprietary software for the operation of the Store. If developed, we will provide all update and upgrade requirements for the proprietary software, as necessary. The installation, maintenance, repairs, and upgrade costs for the proprietary software will be the responsibility of the Franchisee. Usage of any proprietary software ("Software"), if developed, will be subject to the following terms:
  - a. Franchisee will use our Software on a computer that: (i) meets our computer hardware specifications; and (ii) is located at your Store or on a backup system if the original computer is inoperable. Franchisee will be licensed to use our Software only for Franchisee's internal, in-house data processing and data communications purposes and only in connection with the Store and not for re-marketing or redistribution under any circumstances;
  - b. Franchisee acknowledges and agrees that we (or any of our affiliates) will be the sole and exclusive owner of all right, title, and interest in and to our Software, including all trade secrets and copyrights related to the Software, subject only to the rights we expressly license to Franchisee in this Agreement. This license will not provide Franchisee with title or ownership of the Software, but only a limited right of use. Franchisee agrees that Franchisee will not contest or otherwise seek to share, diminish, or invalidate our ownership rights in our Software. We retain all rights to prepare derivative and interactive works from our software;
  - c. Franchisee will not modify the Software in any way without our prior written consent. Franchisee will promptly disclose to us all ideas and suggestions for modifications or enhancements to the Software that Franchisee conceives or develops, and we will have the right to use such ideas and suggestions. We shall own all copyrights and other intellectual property rights to all modifications and suggestions proposed by Franchisee. The term "all copyrights and other intellectual property rights" shall mean all means, methods, and processes, by all media whether now known or hereinafter invented, including complete and entire interactive rights and rights to derivative works. This Agreement shall be a work for hire. In the event that a court of competent jurisdiction holds that this Agreement is not a work for hire, then the Franchisee agrees to execute all documents that we deem is necessary to assign all copyright and other intellectual property rights to us. All modifications or enhancements made to the Software will be our property and belong exclusively to us, without regard to the source or

creator of the modification or enhancement, however we may provide incentive programs for such contributions;

- d. We will have the right at all times to access Software and to retrieve, analyze and use all the data related to the Business in Franchisee's files stored on Franchisee's POS system, computers, laptops, tablets or any other computer system or device. Additionally, Franchisee will electronically transfer all files and reports related to the Business to us on our request. All information related to the Business that Franchisee stores in any POS system, computer, laptop, or tablet shall become our confidential and proprietary information, constitutes our trade secrets, and is subject to all of the terms and conditions of this Agreement regarding our Confidential Information.
- e. Franchisee and Franchisee's employees will not make available the Software, or portions thereof, to any person other than Franchisee's or our employees without our prior written consent. Franchisee agrees that Franchisee will not: (i) copy the Software except as necessary for use in the Store; (ii) translate, reverse engineer, reverse compile, disassemble, modify, alter, or change, or create derivative works based on the Software; or (iii) sublicense, rent, lease, sell, convey, assign, or otherwise transfer the Software or any portion thereof, or any rights therein, to any person or entity. Failure to adhere to these guidelines or allowing unauthorized usage of the Software may result in termination of this Agreement as specified in Section XXIII.C of this Agreement;
- f. Franchisee acknowledges and agrees that the Software, if developed, will be our valuable, proprietary product, the design and development of which took the investment of considerable time, money, and effort of skilled computer programmers. Franchisee will keep the Software and any data generated by the use of the Software confidential during and after the term of this Agreement and will maintain security precautions to maintain the secrecy of the Software and to prevent unauthorized access or use of the Software. Franchisee agrees that it will treat the Software as confidential, and that the Software will contain substantial trade secrets of ours that we have entrusted to Franchisee in confidence to use only as we authorize under this Agreement. We hereby claim and reserve all rights and benefits afforded under copyright law, patent law, trade secret law, intellectual property law and other laws relating to confidential and proprietary material. Franchisee agrees not to improperly use, disseminate, or disclose the Software, and to ensure that Franchisee's employees who gain access to the Software will protect the Software against improper use, dissemination, or disclosure;
- g. ANY SOFTWARE SHALL BE PROVIDED ON AN "AS-IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES AGAINST INFRINGEMENT ARE HEREBY DISCLAIMED EXCEPT WE REPRESENT THAT WE HAVE SUFFICIENT AUTHORIZATION TO LICENSE THE SOFTWARE TO FRANCHISEE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE MEET FRANCHISEE'S REQUIREMENTS OR THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. WE MAKE NO WARRANTIES THAT THE SOFTWARE IS FREE FROM BUGS, VIRUSES, TROJAN HORSES, OR WORMS. WE DISCLAIM THE IMPLIED WARRANTY OF FITNESS, THE IMPLIED WARRANTY OF

MERCHANTIBILITY, THE IMPLIED WARRANTY OF QUALITY OF COMPUTER PROGRAMS, THE IMPLIED WARRANTY OF SYSTEM INTEGRATION, AND THE IMPLIED WARRANTY OF ACCURACY OF INFORMATIONAL CONTENT. WE MAKE NO WARRANTY REGARDING ANY OPEN-SOURCE SOFTWARE OR CODE CONTAINED IN THE SOFTWARE. In no event will we be liable to you for damages, including any lost profits, lost savings, or other incidental or consequential damages, relating to the use of or inability to use the Software, even if we have been advised of the possibility of such damages, or for any claim by any other party. The foregoing limitations of liability are intended to apply without regard to whether other provisions of this Agreement have been breached or proven ineffective;

- h. Franchisee acknowledges and agrees that Franchisee's license to the Software will terminate immediately and automatically should Franchisee fail to adhere to any of Franchisee's obligations under this license or if this Agreement expires or is terminated for any reason;
  - i. Franchisee acknowledges and agrees that any violation by Franchisee of the provisions of the Software license would cause us irreparable harm for which we would have no adequate remedy at law; and that, in addition to other remedies available to us, we will be entitled to seek injunctive relief against any such violation;
  - j. In the event Franchisee fails to adhere to any of Franchisee's obligations under this Agreement, or is no longer a franchisee of ours, or this Agreement expires or terminates for any reason, Franchisee will immediately (within five (5) days) terminate the use of the Software and destroy any and all material or information related to the Software or any data generated by use of the Software unless we specifically instruct otherwise; and
  - k. Franchisee must update all POS systems, computers, laptops, and tablets upon our request to optimize performance of the Software.
14. Franchisee acknowledges that neither we nor our affiliates, will have any liability and/or obligation (and neither you or any managing partners, managing members, members, shareholders or other Owners of Franchisee will make any claims) about any loss of data, loss of information, inability to use, failures, errors, bugs, viruses, Trojan horses, worms, loss of data, or any other occurrences relating to any POS system, computer, laptop, tablet or system hardware, or software without an express written warranty from us, even if recommended or specified by us. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting themselves from these problems. Franchisee must also take reasonable steps to verify that information about Franchisee's suppliers, lenders, landlords, customers, and governmental agencies on which Franchisee relies, is reasonably protected. This may include taking reasonable steps to secure Franchisee's systems, including, but not limited to, firewalls, access code protection, anti-virus systems and use of backup systems.
15. We may set standards or specifications for leases and real estate, at our discretion. We have set standards and specifications for the construction, buildout, and layout of the Business; and all furnishings, fixtures, equipment, décor items and signage used, including our subjective determinations relating to quality, value, and appearance.

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

J. Use Approved Design and Signage for Store

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

K. Participation in the Operation of the Business

Franchisee acknowledges that a Snooze<sup>®</sup> Mattress Co. business involves hard work and sometimes long hours, similar to most small businesses that are owner operated. Franchisee acknowledges that we have not represented that this business is going to be easy for Franchisee (or any of its Owners) and agrees to participate in the day-to-day operation of the Business. Franchisee may assign the supervision of the Business to an Owner or Store Manager once approved by us. Franchisee agrees that the Store Manager will supervise all Employees. The Store Manager will also be responsible for providing continuing guidance, oversight, day-to-day management, instruction and properly processing all reports or complaints.

L. Advertising the Business

Franchisee agrees to create a local advertising and marketing plan by which Franchisee shall place local advertising in any media it desires, provided that such advertising conforms to the standards and our requirements as set forth in our Operations Manual or otherwise designated by us. Such advertising may include but is not limited to any type of media (media advertising includes on any Website as further described below), telephone, email, Internet, domain name, electronic network, directory, and listings of the Store per our written approval. All items mentioned are our property and upon expiration or termination of this Agreement will revert to us. Franchisee agrees to execute any and all documents needed to perfect such reversions. Franchisee shall not advertise the Store in connection with any other business, except with our prior written approval. Franchisee shall obtain our prior approval of all unapproved advertising and promotional plans and materials (including photographs and video presentations) that Franchisee desires to use thirty (30) days before the start of any use of such plans. Franchisee shall submit such unapproved plans and materials to us (by personal delivery, through the mail with return receipt if requested or any method we prescribe). Franchisee shall not use such plans or materials until they have been approved by us and shall promptly discontinue use of any advertising or promotional plans and material upon our request. Any plans or materials submitted by Franchisee to us, that have not been approved or disapproved in writing, within such thirty (30) day period shall automatically be deemed not approved.

Franchisee will not independently advertise or promote in any media (including on any Website as defined in Section VI) without our prior written approval, except when using materials previously approved

by us. We, our affiliates and/or approved vendors will perform all web page content revision and Franchisee is responsible for any costs related to such revisions. Any requests for changes, edits or updates to Franchisee's web page or any type of website promotion over the Internet must be approved by us in writing. We shall approve or deny Franchisee's request by e-mail or any other form of written communication, which approval is in our sole discretion, within thirty (30) days of receipt of Franchisee's written request. Franchisee will participate in and cooperate with all advertising and promotional programs that we or any advertising group of franchisees selects at its own expense, including any franchise marketing council that we may implement. Franchisee is not required to follow or maintain any pricing for Products or rates for Services except that we will set minimum and maximum rates and/or prices and will suggest rates and pricing to the extent allowed by law.

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

M. Maintain Regular Business Hours

We require that Franchisee's Store be open for business seven days a week from 10am to 8pm Monday thru Friday, 10am to 7pm on Saturdays and from 11am to 6pm on Sundays, except for holidays (as specified in the Operations Manual). The only exception to the above is if Franchisee is given written permission by us to operate at a lesser period; or if the hours of operation for the Store are required by the lease of the premises on which the Store is operated after an attempt to change such provision by negotiation with landlord. It is required that Franchisee maintains a telephone answering system to take messages and monitor an e-mail address for the Business.

N. Maintain Uniform Operating Standards

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

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

Franchisee therefore agrees that we may periodically and upon written notice, add to, modify or change the System, including without limitation making changes to our Products, Services, programs (such as our Warranty, Community Give-Back and Loyalty Programs) Franchisee is authorized to offer, perform and sell; equipment, furnishings, fixtures, products, operational strategies, procedures and methods used in the operation of the Business; purchasing strategies, inventory requirements, merchandising, presentation standards, vendors and suppliers; the adoption and use of new or modified trademarks, uniform dress requirements, signage, software, customer service, customer acquisition programs, sales presentations, advertising, promotion and marketing materials. Franchisee promises to promptly accept, implement, use, and display in the operation of the Store, all such additions, modifications, and changes at Franchisee's expense.

Franchisee agrees to maintain high standards of honesty, integrity, fair dealing, and ethical conduct in all business activities. Franchisee will not engage in any services, trade practices, abusive, excessive, or illegal collection techniques or other activity; or sell any product or offer any service which we determine

to be harmful to our goodwill or to reflect unfavorably on us or our reputation, the Franchised Business, or the Products sold and Services offered; or which constitutes deceptive or unfair competition, results in unfounded litigation against Franchisee's customers or otherwise is in violation of any applicable laws. The above limitations are closely related to the business image, purpose, and marketing strategy of the System, and therefore any change therefrom would fundamentally change the nature of the Business.

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

O. Telephone Number of Business and Web Page

Franchisee understands and agrees that the telephone number(s), URL address, web page and if permitted, Website for the Business (in addition to any mobile phone numbers used for the Business) constitute a part of the System and are subject to the restrictions of this Agreement. Accordingly, Franchisee shall not change the telephone number(s), URL address, web page or Website for the Business without prior notice and our written approval. Franchisee shall advertise and publicize the telephone number(s), URL address, web page and Website for the Business in the manner prescribed by us. As stated above, all telephone numbers, URL addresses, web page, Websites, Internet or similar connections, directory and listings for the Franchise are our property and upon expiration or termination of this Agreement, will revert to us.

P. Disclose Discoveries and Ideas to Franchisor

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

Q. Permit Franchisor to Enter Business

Franchisee shall permit us and our agents or representatives to enter the Store at any time without notice during normal business hours for the purpose of conducting inspections of the Business (which includes photographing and taking video or digital recordings of the operations of the Business and execution of Services for observation purposes) and to remove samples of equipment or products, without payment, for our review to determine if such samples meet our then-current standards. We have the right to require that Franchisee's Store Manager be at the Business for any inspection we, our affiliates or third parties conduct. In addition, we may use secret shoppers to inspect and ensure that unauthorized furnishings, fixtures, equipment, products, supplies and services (as described in Section XII.I) are not being used, offered, or sold. Franchisee shall cooperate fully with our representatives in such inspections by rendering such assistance as they may reasonably request, and, upon notice from us or our agents, and without limiting our other rights under this Agreement, shall take such steps as may be deemed necessary to immediately correct any deficiencies detected during such inspections. In the event Franchisee fails or refuses to promptly correct any deficiency detected during such inspection, we shall have the right to make or cause to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand. The foregoing shall be in addition to any other remedies we may have pursuant to this Agreement.

R. Additional Requirements for Corporate Franchisee

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

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

THE TRANSFER OF THESE SECURITIES IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS FRANCHISE AGREEMENT WITH SNOOZE INTERNATIONAL, LLC AS OF THE SIGNING DATE. REFERENCE IS MADE TO SAID AGREEMENT AND TO THE RESTRICTIVE PROVISIONS

OF THE ARTICLES AND BYLAWS OF THIS CORPORATION (IF THE FRANCHISEE IS A LIMITED LIABILITY COMPANY, REFERENCE WILL BE MADE TO THE TRANSFER OF OWNERSHIP RESTRICTIONS SET FORTH IN THIS FRANCHISE AGREEMENT, IN THE LIMITED LIABILITY COMPANY'S OPERATING AGREEMENT, IF THE FRANCHISEE IS A PARTNERSHIP, REFERENCE WILL BE MADE TO THE TRANSFER OF OWNERSHIP RESTRICTIONS SET FORTH IN THIS FRANCHISE AGREEMENT, IN THE PARTNERSHIP AGREEMENT. IF THE FRANCHISEE IS A BUSINESS TRUST, REFERENCE WILL BE MADE TO THE TRANSFER OF OWNERSHIP RESTRICTIONS SET FORTH IN THIS FRANCHISE AGREEMENT, IN THE TRUST AGREEMENT);

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

Franchisee assumes all costs, liability, expense, and responsibility for locating, obtaining, and developing a site for the Business to be established under the Franchise Agreement and for the build out and equipping the business at such premises. A typical Snooze<sup>®</sup> Mattress Co. business has approximately one thousand five hundred to four thousand (1,500-4,000) square feet of space. The space for a Snooze<sup>®</sup>

Mattress Co. business must be enclosed and separate from other businesses with its own locking door, unless otherwise approved by us. Franchisee may buy or lease the required real property and improvements from any source and on terms approved by us in writing. Franchisee may not sign a lease (or a contract to purchase the premises, if applicable) for the Business until Franchisee has obtained our written approval. Franchisee must not invest any monies for a site in which Franchisee wishes to open a Business until Franchisee has obtained our written approval for the site which will be made by email or any other form of written communication. On the execution of any lease for the Business, Franchisee will deliver to us a copy of the executed lease and an option to assume the lease executed by the lessor in favor of us in a form acceptable to us. All improvements to the Business must be approved by us.

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

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

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

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

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

T. Development and Construction of the Store

Franchisee must select and employ licensed contractors for the Store reasonably acceptable by us for the complete build out and/or any leasehold improvements. Franchisee is solely responsible for the selection and work of any contractor selected and/or employed by Franchisee, even if referred by us, and for the preparation of site design, architectural and working drawings necessary to complete construction and/or build out at the Approved Location. Franchisee will be provided with mandatory requirements and specifications (interior and exterior) for the build out of the Store which includes specifications for Store

layout, storage, furnishings, fixtures, equipment, technology items, décor, and signage. We may if needed, review Franchisee's final set of drawings and plans prior to implementation. Such drawings, plans and specifications are subject to alteration as may be necessary in our sole discretion and Franchisee must be in full and strict compliance with plans and specifications approved by us. Franchisee is responsible for the cost and installation of all build out specifications. We reserve the right to receive rebates, commissions or other forms of consideration from designated or approved vendors and suppliers involved in the construction of Franchisee's Store or supplying furniture, fixtures, technology items, décor and signage for the Store and to use such rebates, commissions or other consideration in any way we deem appropriate in our sole discretion, without obligation to share or remit any portion of such rebates, commissions or other consideration to Franchisee.

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

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

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

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

#### U. Training

Prior to Franchisee's opening of the Store for operation, Franchisee, its Owners if it is an Entity, or Store Manager shall complete to our satisfaction our five (5) day initial training program required by this Agreement no earlier than sixty (60) days of the date Franchisee anticipates opening the Store for operation, and successfully complete and/or pass any and all of Franchisor's tests. We may, at our discretion, make available additional training programs, certifications, seminars, as well as refresher courses available to the Franchisee and/or Franchisee's designated individual(s) from time to time. We may, at any time,

discontinue management training and decline to certify Franchisee and/or Franchisee's designated individual(s) who fail to demonstrate an understanding of the management training acceptable to us. If Franchisee or Franchisee's designated individual's management training is discontinued by us, Franchisee shall have thirty (30) days to present an alternative acceptable candidate for management training to us. If Franchisee's new candidate does not adequately complete the management training, then we shall have the option of terminating this Agreement. We shall provide instructors and training materials for all required training programs; and Franchisee, its Owners and Store Manager who attend the training shall be responsible for all other expenses incurred in connection with any training programs, including, without limitation, the cost of transportation, lodging, meals, and wages.

#### V. Ongoing Training and Support

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

### **XIII. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO INSURANCE**

#### A. Overall Coverage Required

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

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

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

by the lease. It is Franchisee's responsibility to obtain certificates of insurance from the contractor prior to the initiation of any construction.

To the extent available, we may require Franchisee to acquire: professional liability insurance (covers Franchisee for damages that do not result in property damage or bodily injury), employment practice liability insurance, cyber liability insurance, employee dishonesty insurance, automobile liability insurance (with coverage of owned and hired vehicles with minimum coverage in amounts not less than one million dollars (\$1,000,000) combined single limit (bodily and property damage) or what is in accordance with Franchisee's state guidelines) as well as other disability benefits type insurance as may be required by the statute or rule of each state, with policy limits of one million dollars (\$1,000,000) or in the amount we specify.

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

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

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

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

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

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

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

#### **XIV. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO ACCOUNTING AND RECORDS**

##### **A. Bookkeeping, Accounting and Records**

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

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

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

1. Franchisee's profit and loss statements, payroll records, certification, or records of Gross Revenue (as defined in Section X.A), vendor summary reports, department summary reports and reports of accounts receivables for the month, week, day, or period reported;
2. Copies of any invoices and customer contracts with updated location information in any format we specify;
3. Copies of all invoices for the purchase of furnishings, fixtures, equipment, products, supplies and services (as defined in Section XII.I);
4. Copies of Franchisee's most recent sales tax report and/or sales tax return;
5. Copies of all inspections for the Business from governmental agencies;
6. Copies of all merchant account printouts received from the Franchisee's merchant account banking provider (i.e. records of credit and debit card transactions);
7. Copies of all bank deposits, and bank deposit records made by the Franchisee; and

8. A complete list of all customers (and contact information including but not limited to all: email addresses, physical addresses, and telephone numbers) who have filed a complaint (internally, with governmental agencies or with third parties such as the Better Business Bureau) or sought any type of refund during the preceding month by the fifth (5<sup>th</sup>) day of each month, bi-monthly or as we require.

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

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

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

#### B. Franchisor's Right to Audit

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

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

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

C. Method of Payment

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

D. Submission of Financial Statements

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

E. Disclosure of Financial Statements

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

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

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

A. Names and Marks are Licensed by Franchisor

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

1. Pursuant to a License Agreement between us and Daydream, LLC, we have been granted the exclusive right to use the Names and Marks to establish Snooze<sup>®</sup> Mattress Co. franchises in the United States.
2. We are taking and will take such steps as are reasonably necessary to preserve and protect the ownership and validity of such Names and Marks; and
3. Franchisee acknowledges that there may be third party pre-existing users or applicants/registrants of trademarks, trade names, or business names similar to the Names and Marks. We and Franchisee shall investigate such use, applications, or registrations, if any, and we shall in our sole discretion decide on the appropriate action to be taken. Any

unsuccessful challenge made by us shall not constitute a ground for Franchisee's termination of this Agreement. In the event we determine in our sole judgment that challenging any such third party's use of the Marks will not likely be successful, or would not be economically feasible to achieve, or if Franchisee shall be required to cease using the Marks (or any of them) by court order, or as a result of any settlement of any such trademark claim by a prior registrant or any pre-existing user, or any other such trademark claim, or if we shall deem it necessary or appropriate to change the name of the Franchise in order to mitigate any potential exposure or damages arising under any trademark claim, Franchisee shall promptly change the name of its Franchise, and thereafter utilize an alternative name established by us. We shall not otherwise be liable for any losses or any consequential damages, incidental damages, exemplary damages, special damages, including lost future profits, resulting from, or arising out of any trademark, service mark, and/or unfair competition claim(s). We shall have no obligation to reimburse the Franchisee for any costs, causes of action, damages, demands, expenses, fines, liabilities, or penalties, arising out of such a trademark, service mark, logo, or trade name change.

4. We will use and permit Franchisee and other franchisees to use the Marks in compliance with the System and standards attendant thereto and contained in the Operations Manual as well as our policy statements, which underlie the goodwill associated with and symbolized by the Marks.

B. Franchisee is Licensed to Use Names and Marks

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

1. Franchisee shall: (i) use only the Names and Marks as are approved in writing by us for Franchisee's use; (ii) use the Names and Marks only in the manner authorized and permitted by us; and (iii) that in any use whatsoever of our Names and Marks that they are identified as being the Names and Marks registered to or owned by Daydream, LLC with exclusive rights given to us;
2. Franchisee shall use the Names and Marks only in connection with the operation of the Business and in advertising for the Business conducted at or from the Franchisee's web page and Accepted Location;
3. Franchisee shall use and display, as we may require in the operation of the Business, a notice in the form approved by us indicating that Franchisee is a "Franchise of Snooze International, LLC" and that the Names and Marks are used by Franchisee under such Franchise. Franchisee must indicate to third parties that it is "independently owned and operated" and that we are the exclusive licensee of the Marks and Franchisee uses them under a license;
4. Unless otherwise authorized or required by us, Franchisee shall operate and advertise the Business under the Name and Mark "Snooze<sup>®</sup> Mattress Co.;"
5. Franchisee's right to use the Names and Marks is limited to such usages as are authorized under this Agreement, and any unauthorized use shall constitute an infringement of our rights and material breach of this Agreement;
6. Franchisee must obtain our approval for any use of any item of printed or digital material of any kind bearing any of the Names or Marks unless we supplied the item. We shall approve or deny Franchisee's request, which approval is in our sole discretion, within thirty

(30) days of receipt of Franchisee's written request. If we fail to respond to Franchisee's request within said thirty (30) day period, Franchisee's request shall be deemed denied. Franchisee shall use such notices of Trademark registrations and copyrights as we specify;

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

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

Franchisee agrees and acknowledges that:

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

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

D. Ownership of Intellectual Property

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

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

A. Franchisee Will Learn Proprietary Matters

Franchisee acknowledges that it will obtain knowledge of our proprietary matters, methods, techniques and business procedures that are necessary and essential to the operation of the Franchise, without which Franchisee could not effectively and efficiently operate such business, including, without limitation, knowledge regarding: the System, Products, Proprietary Products, Services, programs (such as our Warranty Programs, Community Give-Back and Loyalty Programs), operational strategies, our proprietary educational platform, Product merchandising and presentation standards; build-out specifications, décor and signage; promotional, advertising and marketing materials; customer service standards and business strategies necessary for the operation of the Business and the Operations Manual.

Franchisee further acknowledges that all Confidential Information was not known to Franchisee prior to execution of this Agreement and that our methods are unique and novel to the System. Franchisee acknowledges that Confidential Information shall also include:

1. Persons, corporations, or entities, which are, have been or become franchisees of the System and any investors therein;
2. Persons, corporations, or other entities which are, have been or become customers of the Business;
3. The terms of and negotiations relating to past or current franchise agreements with respect to the System;
4. The operating procedures of the System, including without limitation: how to sell Products, how to manage inventory, purchasing strategies, merchandising techniques and sales methods; how to implement our Warranty, Community Give-Back and Loyalty Programs, usage of the POS system and software, inventory tracking and management, cost and pricing strategies, strategies for providing efficient Services, how to execute our social media strategies, how to use our advertising, promotional and marketing materials, recommendations for hiring and training employees and best practices for record keeping and recommended accounting procedures;
5. The economic and financial characteristics of the System and franchisees, including without limitation: pricing policies, revenues, sales, training, profitability, earnings and losses and capital and debt structures;
6. The Products and Services offered to customers of a Snooze<sup>®</sup> Mattress Co. business, including, without limitation, all future product and service development plans and marketing strategies; and
7. All documentation of the information listed in Sections XVI.A.1 through XVI.A.7 including, without limitation, our training program and Operations Manual. During the term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement, Franchisee (including anyone related to Franchisee) agrees not to use, divulge, directly or indirectly, any Confidential Information, without our prior written consent. Nothing contained herein shall be construed so as to require Franchisee to divulge any secret processes, techniques, formulas, or the like.

**B. Franchisee's Employees Will Not Disclose Confidential Information**

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

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

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

C. Relationship with Former Franchisees

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

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

D. Injunctive Relief is Available to Franchisor

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

E. Franchisor's Patent Rights and Copyrights

We do not own rights in or to any patents that are material to the Franchise at this time. However, we claim copyright protection for the Operations Manual, Software (if developed), Products, product specifications, operational strategies, forms, business procedures, signage, website (including Franchisee's web page) and all promotional and marketing materials (including photographs and videos), sales, advertising, and operations materials. Such copyright ownership shall extend to all media, whether now known or hereinafter invented, by all means, methods, and processes, whether now known or hereinafter invented, including rights to interactive works, and derivative works. Furthermore, we claim rights to certain trade secrets and Confidential Information as discussed above.

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

Franchisee expressly understands and acknowledges that:

1. We are the owners of our Confidential Information, trade secrets, copyrights, and patent rights;
2. Franchisee shall not directly or indirectly contest the validity or the ownership of the Confidential Information, trade secrets, copyrights, and patents licensed to the Franchisee pursuant to this Agreement, and its successors;
3. Franchisee's use of our Confidential Information, trade secrets, copyrights, and patents does not give Franchisee any ownership interest or other interest in or to the Confidential Information, trade secrets, copyrights, and patents, except the non-exclusive Franchise granted herein;
4. Any goodwill arising from Franchisee's use of the Confidential Information, trade secrets, copyrights, and patents in its Business under the System shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the Franchise herein granted, no monetary amount shall be assigned as attributable to any licensed Confidential Information, trade secrets, copyrights, and patents;
5. We reserve the right to substitute different Confidential Information, trade secrets, copyrights, and patents for use in operating and maintaining the System;
6. Franchisee hereby agrees to comply, at Franchisee's expense, with any directions from us to discontinue, modify, substitute, or add any new Confidential Information, trade secrets, copyrights, and patents. We cannot and do not make any guaranty that any modification or discontinuation of any aspect of the System or any other System related change will not be required. In any such event, we have no liability to Franchisee. Franchisee agrees to make no claim in connection with any modification, discontinuance, or other action, and/or with

any dispute regarding any licensed Confidential Information, trade secrets, copyrights, and patents;

7. Franchisee hereby agrees not to register or attempt to register any Confidential Information, trade secrets, copyrights, or patents in Franchisee's name or that of any other firm, person, or corporation; and
8. The right and license of the Confidential Information, trade secrets, copyrights, and patents granted to Franchisee is nonexclusive, and we thus have and retain the right, among others:
  - a. To use the trade secrets, Confidential Information, patents, and copyrights in connection with selling Products and offering Services;
  - b. To use the trade secrets, Confidential Information, copyrights, and patents to market on the Internet, including all use of Websites, domain names, URL's, linking, advertising, and co-branding arrangements;
  - c. To grant other licenses for the trade secrets, Confidential Information, copyrights, and patents, in addition to those licenses already granted to existing franchisees; and
  - d. To develop and establish other systems using similar trade secrets, Confidential Information, patents, and copyrights, and to grant licenses or franchises thereto at any location(s) whatsoever without providing any rights therein to Franchisee.
9. Franchisee understands and acknowledges that we have the unrestricted right to engage, directly or indirectly, through our employees, representatives, licensees, assigns, agents and others, at wholesale, retail and otherwise, in the production, distribution and sale of Products and equipment (if we choose to sell equipment in the future) bearing the trade secrets, Confidential Information, patents and copyrights licensed, including without limitation, any products and/or equipment included as part of the System.

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

### **A. Franchisee Must Notify Franchisor of Lawsuits**

Franchisee shall notify us in writing within five (5) days of notice of the commencement of any action, suit, or proceeding against Franchisee (including if Franchisee or any of its Owners are charged with or found guilty of a felony as defined in its state), and of the issuance of any inquiry, subpoena, order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, which arises out of, concerns, or may affect the operation or financial condition of the Store, including, without limitation, any criminal action or other proceedings brought by Franchisee against its Employees, customers or other persons. Franchisee shall give advance written notice of Franchisee's intent to institute legal action against us, specifying the basis for such proposed action, and shall grant us thirty (30) days from receipt of said notice to cure the alleged act upon which such legal action is to be based.

### **B. Franchisee Must Pay Taxes Promptly**

Franchisee shall promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of any kind incurred by Franchisee in the conduct of the Store. Franchisee shall pay us an amount equal to any sales tax, gross receipts tax or

similar tax imposed on us with respect to any payments to us required under this Agreement, unless tax is credited against income tax otherwise payable by us.

C. Franchisee May Contest Tax Assessments

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

**XVIII. SPECIFIC OBLIGATION OF FRANCHISEE RELATING TO INDEMNIFICATION**

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

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

Franchisee shall defend, indemnify and hold us and our officers, owners, members, agents, directors, shareholders and employees harmless against all fines, suits, proceedings, claims (including but not limited to, any safety and security claims, claims of injury, claims of theft, claims arising as a result of the operation and/or maintenance of any equipment and/or vehicles, claims of neglect, abuse, death, vicarious or other liability), demands, actions, losses, damages, costs, expenses, fees (including legal fees, disbursements and related expenses), penalties and/or any other liability of any kind or nature, however arising, growing out of or otherwise connected with and/or related to any act, error and/or omission of Franchisee (including Franchisee’s ownership, operation and/or management of the Business) and/or any referral, service provider, supplier or other agent/independent contractor or employee of Franchisee including acts, errors or omissions committed or incurred, negligent or intentional acts in connection with Franchisee’s operation of the Business and infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Confidential Information. This provision includes any liability arising from labor or employment law violations as well as any liability related to joint employer claims and harassment claims. This provision includes all claims as indicated above, of us, directly against Franchisee (without a third-party involvement) due to acts or omissions of Franchisee in which we suffer damages including but not limited to, harm to our goodwill and reputation.

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

## **XIX. MISCELLANEOUS COVENANTS OF FRANCHISEE**

### **A. Covenants are Independent**

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

### **B. Franchisee's Principals**

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

### **C. Franchisee Will Not Compete Against Franchisor**

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

Franchisee agrees that, except as otherwise approved in writing by us, Franchisee shall not, during the term of this Agreement and for a continuous uninterrupted period of two (2) years from the date of: (i) a transfer permitted under this Agreement; (ii) the expiration or termination of this Agreement (regardless of the cause for termination); or (iii) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Section XIX.C, either directly or indirectly for itself, or through, on behalf of, or in conjunction with, any person, persons, or legal entity, own, maintain, operate, engage in, be employed by, or have any interest in any business using any aspect of the System, the Snooze<sup>®</sup> Mattress Co. business concept, with similar Products and/or Services within a ten (10) mile radius of the Accepted Location designated hereunder, or within a ten (10) mile radius of any other System franchise or company-owned location in existence or planned as of the time of termination or expiration of this Agreement, as identified in the Franchise Disclosure Document in effect as of the date of expiration or termination of this Agreement. For purposes of clarification, Franchisee may not, during the term of this Agreement, operate a competing business anywhere.

The unenforceability of all or part of this covenant not to compete in any jurisdiction will not affect the enforceability of this covenant not to compete in any other jurisdictions, or the enforceability of the remainder of this Agreement. This covenant not to compete is given in part in specific consideration for access to trade secrets provided as a part of our training or ongoing support programs. In any jurisdiction in which the covenant contained in this Section XIX or any part of it is deemed not enforceable in whole or in part, Franchisee hereby grants us an option to purchase Franchisee's Business on expiration or termination of this Agreement. In such case, we may exercise this option by giving thirty (30) days' written notice to Franchisee (Sections XXII.C and XXII.E). On termination or expiration, Franchisee will deliver to us a list of the Assets (as described in Section XXIV.G). All of Franchisee's post termination obligations under this Agreement and by law remain in effect on termination or expiration of this Agreement.

D. Exception to Covenant Not to Compete

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

E. Franchisee Will Not Divert Business

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

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

F. Franchisor Is Entitled to Injunctive Relief

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

In recognition of the difficulty in determining on an expedited basis the value of, and the necessity of us to avoid irreparable harm and to protect, our Names and Marks, Products, Confidential Information, methods of operation, copyrighted materials, patents, trade secrets, proprietary materials and rights, and goodwill, Franchisee waives, to the extent permitted by law, the right to interpose the defense that we have an adequate remedy at law. Franchisee further waives any requirement that we post a bond or other security, to the extent permitted by law.

G. Covenants Are Enforceable Independent of Claims

Franchisee expressly agrees that the existence of any claim it may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of the covenants of this Section XIX.

Franchisee agrees to pay all damages, costs, and expenses (including reasonable attorney’s fees) incurred by us in connection with the enforcement of this Section XIX. Franchisee further agrees that we shall be entitled to set off any amounts owed to us by Franchisee against any loss or damage to us resulting from Franchisee’s breach of this Section XIX.

H. Disclosure of Contact Information in FDD

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

**XX. OBLIGATIONS OF THE FRANCHISOR: SUPERVISION, ASSISTANCE OR SERVICES**

We shall provide the Franchisee with the following assistance and services:

A. The Training Program

We will provide Franchisee a self-study program (and all related materials) immediately after executing the Franchise Agreement and we will provide the initial training program at our headquarters or another location of our choice. Initial training will take place after Franchisee pays the Initial Franchisee Fee, but before Franchisee opens the Franchised Business. We will provide this initial five (5) day training program without charge to Franchisee and up to two (2) additional individuals (a total of three people), being the Owners and/or Store Manager as designated by Franchisee no earlier than sixty (60) days before the date the Franchisee anticipates Opening of the Store (as defined in Section IX.B). Franchisee will, however, be responsible for travel, accommodation, and other costs for all its attendees and Franchisee must attend and satisfactorily complete such training within the timeframe mentioned above. If Franchisee, its Owners, or Store Manager fails to timely complete the initial training program to our satisfaction, Franchisee has the right to appoint another Store Manager to be trained by us at Franchisee's expense and if the other Store Manager does not satisfactorily complete such training, then we may terminate this Agreement as described in Section XXIII.C. Any person designated by Franchisee to replace a previously trained Owner or Store Manager must be appointed within thirty (30) days and trained by Franchisee within sixty (60) days of first employment, at Franchisee's cost or can attend our additional training program at Franchisee's cost as provided below. For a second or subsequent franchise, we will not be obligated to provide additional training to Franchisee.

We may reasonably require Franchisee, its Owners, or Store Manager to receive or attend and complete to our satisfaction additional or advanced training from time to time. Franchisee may be required to pay for such training for a training fee of up to two hundred fifty dollars (\$250) per person per day. Franchisee must also pay travel, food and accommodations and all other related expenses. We will attempt to use distance learning techniques where possible, to minimize these costs.

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

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

- i. We shall also offer additional training resources to the Franchisee to be determined by us, for the operation, advertising and promotion of the Business including refresher training programs, seminars, workshops, and annual conferences, and information may be available through the portals online on our website for the benefit of the Franchisee and the Franchisee's employees. We may charge a reasonable fee for additional training if deemed appropriate (distinct from continuing education) but not to exceed the additional training fee. All traveling, food, accommodations, and other expenses incurred by the Franchisee or Franchisee's representatives or employees attending additional training shall be paid by Franchisee.
- ii. We may conduct an annual conference at such place as shall be designated by us for all Franchisees but initially will most likely be our headquarters. A registration fee for each participant may be required not to exceed five hundred dollars (\$500) per person and Franchisee's expenses as Franchisee will be responsible for costs associated with attending the conference such as travel, food, accommodations, and other expenses. We reserve the right to increase the fee a reasonable amount based on reasonable criteria.
- iii. We may provide continuing education sessions ("Continuing Education") at locations designated by us but most likely at our headquarters. Continuing Education sessions (other than by phone, webinar or video) may have a registration charge of two hundred fifty dollars (\$250) per day per person. Franchisee is responsible for all costs associated with attending the sessions such as travel, food and accommodations or our expenses (such as travel, food, and accommodations) if we provide Continuing Education sessions onsite at Franchisee's Store. The Continuing Education sessions will normally not exceed one (1) day and we may have quarterly sessions subject to special need. The content will cover particular aspects of the Franchise including but not limited to: industry developments, new products, services and programs, vendor and supplier updates, operational strategies, customer service standards, technology and software developments, merchandising, sales promotions, marketing programs, administration and so forth. We reserve the right to increase the per day fee a reasonable amount based on reasonable criteria.

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

As part of the initial training program, we will provide Franchisee with: a written list of Products, Services and programs (such as our Warranty, Community Give-Back and Loyalty Programs) Franchisee is required to offer, sell and perform; a written list of approved furnishings, fixtures, equipment, products, supplies and services (as described in Section XII.I) franchisee is authorized to purchase, maintain in inventory and use; a written list of approved vendors and suppliers to purchase such furnishings, fixtures, equipment, products, supplies and services from; a written list of merchandising and presentation standards; product knowledge and specifications, purchasing strategies, suggested pricing for Products and rates for Services; inventory management strategies, techniques in efficiencies, operational standards, cleanliness

standards, customer service; recommendations for hiring and training Employees and access to portals online that houses our proprietary educational platform; safety procedures in addition to our sales and social media strategies, advertising, marketing and promotional materials that have been developed by us (or our affiliates) and are necessary in the operation of the Store. We reserve the right, in our sole discretion, to add, modify and change such training from time to time as specified in Sections XII.H and XII.I of this Agreement. Franchisee will be responsible for all costs associated with the administration of such changes.

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

We will provide up to three (3) days of either pre-opening or grand opening supervision on-site assistance at Franchisee's Store. Franchisee shall give us not less than thirty (30) days' notice of when Franchisee wants us to provide either pre-opening or grand opening supervision and guidance. The dates for our visit for such assistance and guidance must be mutually agreed upon by us and Franchisee. Such assistance shall be completed no earlier than two (2) weeks prior to the opening date of the Store for operation and completed no later than ninety (90) days once the Store is open for operation. Any costs incurred by us in connection with the pre-opening or grand opening supervision and assistance onsite at Franchisee's Business within the timeframe as described above will be paid by us. If Franchisee does not take advantage of this onsite assistance and guidance within the timeframe described above, then we are not obligated to provide such assistance to Franchisee without charging Franchisee for the actual wages and travel expenses incurred by us. For Franchisee's second and subsequent Businesses, we will provide the same pre-opening or grand opening supervision and assistance as described above; however, Franchisee will be responsible for actual wages and travel expenses incurred by us. In such circumstances where Franchisee is responsible for actual wages and travel expenses, we will provide Franchisee with invoices for amounts owed and we may require Franchisee to pre-pay all or a portion of the actual amounts incurred by us. Additional support requested by Franchisee will be subject to the training charges as described in Section XX.A.

We will provide ongoing guidance in the operation of Franchisee's Business and provide assistance to resolve operational challenges which Franchisee may encounter outside the scope of the Operations Manual. This guidance can be furnished in whatever manner we consider appropriate in our Business Judgment, including electronically via portals online, free of charge, to answer questions from Franchisee and its staff (responses to be provided as promptly as possible during regular business hours Mountain Time zone). Guidance may also be furnished in writing, telephonically, through training programs and/or onsite consultations or web-based computer training, among other methods. Onsite consultations are subject to additional training fees (as mentioned above) in addition to any and all travel, food, accommodations, and other expenses incurred by us and shall be paid by Franchisee.

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

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

We may provide announcements, memos, newsletters, bulletins, brochures, manuals, and reports, if any, as may from time to time be published by or on our behalf regarding our plans, policies, developments, and activities. In addition, we will provide such communication concerning new Products, Services, or programs (such as our Warranty, Community Give-Back and Loyalty Programs), vendors and suppliers, software, industry developments, operating procedures, training, marketing, advertising, and improvements to management that we feel are relevant to the operation of the Business and communication with other franchisees by means of portals online. We may also establish a Franchisee elected peer group whose main purpose will be to mentor, support each other and regularly communicate to Franchisees. We have the power to dissolve, merge, or change such peer advisory groups.

We shall offer guidance to Franchisee in establishing standardized accounting, record keeping and cost management control systems. We may provide Franchisee with all update and upgrade requirements for technology items and related software programs in response to changes in the Operations Manual, or changes in our policies that are communicated to Franchisee in writing. The cost for such updates and/or upgrades is Franchisee's responsibility.

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

#### B. Web Page

We will provide to Franchisee a Snooze<sup>®</sup> Mattress Co. URL housed within the corporate website that will include virtual tour capabilities of its Store at no additional cost. Franchisee may customize parts of the web page with our approval however the look is to remain consistent as specified in the Operations Manual. Franchisee agrees and acknowledges that maintenance and any changes, edits, or updates to the web page and/or any Website promotions over the Internet must be performed by us, our affiliates and/or approved vendors. Upon approval of Franchisee's request, which must be submitted in writing, Franchisee is responsible for the cost of such changes. Franchisee may neither establish nor use any Website without our prior written approval and if such approval is granted Franchisee must comply with our requirements regarding discussing, advertising, or disseminating any information on a Website, regarding the Business as described in Section VI of this Agreement. Such approval may be revoked at any time by us in our sole and absolute discretion. We shall own all copyright and other intellectual property rights to the web page, as well as the contents of the corporate website or any other Website upon expiration or termination of this Agreement as described in Section XXIV.E. This shall include ownership rights in all media, whether now known or hereinafter invented, by all means, methods, and processes, whether now known or hereinafter invented, including interactive rights and rights to derivative works.

#### C. Site Selection

We will assist Franchisee with the site selection process providing real estate services including but not limited to guidance and assistance with the site identification, analysis, selection, and negotiation for the site. However, Franchisee has the responsibility for selecting a site for the Business, and we are not responsible for a legal review or drafting of the lease as we do not provide legal services. If Franchisee is leasing a space for the Business, we must review and approve the lease prior to the lease being signed. If the Franchisee is purchasing property, we must review and approve the purchase contract prior to it being signed. We will review and approve or disapprove the location of the Business and will not unreasonably

withhold our approval. Franchisee is responsible for all lease negotiations. We shall have the right, but not the obligation, to inspect the Business prior to opening.

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

#### D. Store Layout and Design

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

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

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

#### E. Hiring Employees

We will provide Franchisee with recommended hiring guidelines when hiring Employees (defined in Section XII.F of this Agreement) for the Business. These guidelines are provided for reference only and Franchisee acknowledges that it bears the sole responsibility for hiring, training, and firing Employees. Further, Franchisee acknowledges that we are not responsible for and do not direct or control the conduct of Franchisee's employees. Such recommendations and suggestions will be covered in the initial training program and are specified in the Operations Manual. Franchisee understands that such recommendations and suggestions will be updated and may change periodically at our discretion. Franchisee can negotiate

any rate for Employees. Franchisee may be provided with a recommended rate or wage schedule and may elect to use, subject to applicable laws, these rates or wages as a guide when hiring Employees. Franchisee acknowledges that we have made no guarantee or warranty that using such recommended or suggested rates or wages will enhance Franchisee's sales or profits. Rate or wage negotiations with Employees are the sole responsibility of the Franchisee. Franchisee acknowledges that it is fully in charge of hiring all employees and of managing those employees on an on-going basis. Our input as to hiring and management of employees are suggestions and guidelines which we believe are important, and except for specific requirements set forth in this Agreement or the Manual, Franchisee is responsible for making all employee related decisions.

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

F. No Warranties Other than in Writing

With respect to any furnishings, fixtures, equipment, products, supplies and services (as described in Section XII.I) provided by us or our affiliates and/or any person/company referred/approved by us or our affiliates, other than specific written warranties expressly provided in connection with such items, such items are provided without any warranties, express or implied, the warranties of merchantability, quality of such items, accuracy of informational content, system integration and suitability for a particular purpose being expressly disclaimed. In addition, we make no warranties regarding any open-source code contained in any software that we may provide to the Franchisee. We do not warrant that any such software shall be free of bugs, viruses, worms, or Trojan horses.

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

G. Operations Manuals

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

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

Franchisee shall at all times treat the Operations Manual, and any of our written directives, any business plans and specifications, and any other manuals created for or approved for use in the operation of the Business, and any supplements thereto, and the information contained therein, in trust and as confidential information, as well as our trade secrets, and shall use all reasonable efforts to maintain such

information as secret and confidential. Franchisee shall not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

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

Franchisee shall at all times ensure that its copy of the Operation Manuals is kept current and up to date; and, in the event of any dispute as to the contents of the Operation Manuals, the master copy of the Operations Manuals maintained by us at the corporate offices shall be controlling.

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

#### H. Selecting Vendors

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

#### I. Availability of Equipment, Products and Supplies

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

We reserve the right to establish lower suggested retail prices on certain Products and rates for Services from time to time based on competition prevalent within the retail industry (as further described in Section XX.K). We shall publish inventory and Minimum Representation requirements in the Operations Manual and such requirements may be amended from time to time by us in our sole discretion (currently not in effect).

We reserve the right to implement a centralized purchasing system for franchisees and have already and will continue to negotiate prices and terms with vendors and suppliers. We also have the right to receive

rebates or other financial incentives from such purchases by franchisees. We may utilize such rebated funds in any manner we choose in our sole discretion as more fully described in Section X.B. We reserve the right to require franchisees to purchase all furnishings, fixtures, equipment, products, supplies and services (as more fully described in Section XII.I) through portals online (if we establish portals online in the future).

J. Advertising and Promotion

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

K. Suggested Pricing for Products and Rates for Services

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

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

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

L. Business Planning Assistance

After Franchisee signs this Agreement, we may review and comment on any business plan and pro forma financial projections Franchisee prepares. We do not represent that we have any special expertise in reviewing or developing business plans, or that any business plan developed by us will result in any profits, revenues, incomes, margins, or sales. Our review and commentary of a business plan, or financial pro-forma is not a representation or warranty that the Franchisee's business will be profitable, that the Franchisee will earn any revenues, or that Franchisee's sales will attain any pre-determined levels. Our review and commentary are intended only to provide information sharing to Franchisee and Franchisee agrees that such review and commentary does not impose any liability on us. Franchisee specifically acknowledges that we have not reviewed or commented on any business plan or pro-forma prior to the Effective Date of this Agreement.

**XXI. VARYING STANDARDS**

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

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

**XXII. RELOCATION, ASSIGNMENT, TRANSFER, SALE OR RIGHT OF FIRST REFUSAL OF FRANCHISED BUSINESS**

A. Relocation

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

B. General Requirements for Assignment by Franchisee

Franchisee shall not voluntarily or involuntarily transfer, sell, assign or encumber any interest in or ownership or control of Franchisee, the Franchised Business, and/or its assets, the Business or this Agreement (however Franchisee is allowed to transfer up to twenty percent (20%) of its shares or other

ownership interests as described below), except with regard to assets in the ordinary course of business, or make any lease or sublease of any property Franchisee is leasing or subleasing in connection with the Business, without our prior written consent. Any attempted sale, assignment, or transfer of any interest in Franchisee, the Franchised Business, and/or its assets, the Business or this Agreement without our prior written consent will be a default under the terms of this Agreement and will be voidable by us. In granting any such consent, we may impose reasonable conditions, including, without limitation, the following:

1. Franchisee must be in full compliance with the terms of this Franchise Agreement, including having paid in full all fees due and having settled all outstanding accounts with us, our affiliates, and all suppliers;
2. The proposed transferee (or its partners, members, managers, directors, officers, or controlling shareholders, if it is a corporation, limited liability company or partnership) must meet our then-applicable standards;
3. The proposed transferee (or if an Entity, its owners, managers, directors, or officers) must not operate a franchise, license another or operate businesses offering products and services similar to those offered by a Snooze<sup>®</sup> Mattress Co. business;
4. We shall charge a flat transfer fee of five thousand dollars (\$5,000) to Franchisee when transferring a part of its Business (defined as up to forty nine percent (49%) of the stock, membership units, partnership units, assets or share of any business trust); or a flat transfer fee of ten thousand dollars (\$10,000) when Franchisee transfers its entire Business upon our written consent. The term “flat transfer fee” means that Franchisee shall pay this amount regardless of whether our actual cost to process the transfer is higher or lower than such amount. The transfer fee will include, but not be limited to, reasonable attorney’s fees actually incurred, the cost of investigating the transferee and our administrative expenses (including employee salaries, sales staff commissions, travel costs, telephone charges, out of pocket costs properly attributable to the transfer). In addition, if the transferee was already in our lead database at the time of first contact between Franchisee and the transferee, we may require Franchisee to pay the flat five thousand (\$5,000) or ten thousand (\$10,000) fee described above, plus the amount of any broker fees that we are responsible for paying to third parties (does not include our employees);
5. Transferee must pay for and successfully complete the training programs then required of new franchisees at a cost of two hundred fifty dollars (\$250) per person per day and its expenses, subject to increase from time to time;
6. Franchisee shall have substantially complied with all of the terms and provisions of this Agreement, any amendment hereof or successor hereto, or any other agreements between the Franchisee and our subsidiaries or affiliates and, at the time of transfer, shall not be in default;
7. Franchisee shall have executed a general release under seal, in a form satisfactory to us, of any and all claims against us and our officers, directors, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances;
8. The transferee (and, if the transferee is other than an individual, such principals and/or owners of a beneficial interest in the transferee as we may request) shall enter into a written assumption agreement, in a form satisfactory to us, assuming and agreeing to discharge all of Franchisee’s obligations, known by transferee after reasonable inquiry, under this Agreement and/or any new franchise agreement, hereinafter provided;

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

discussions by us, and we may contact any proposed transferee directly regarding such matters or otherwise;

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

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

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

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

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

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

(\$10,000) earnest money deposit (if a proposed disposition is part of a transaction involving additional Snooze<sup>®</sup> Mattress Co. businesses, operating under other Franchise Agreements or license agreements with us, the proposed buyer must pay Franchisee this earnest money deposit for each Snooze<sup>®</sup> Mattress Co. business involved).

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

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

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

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

D. Transfer Upon Death or Mental Incapacity

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

Upon the death of the Franchisee or if an Entity, an Owner who owns more than forty nine percent (49%) or more of the Business or in the event of any temporary or permanent mental or physical disability of such person, a manager shall be employed for the operation of the Business who has successfully completed our training courses to operate the Business on behalf of the Franchisee. If after the death or disability of the named Owner, the Business is not being managed by such trained manager, we may at our

option, appoint a manager to maintain the operation of the Business until an approved transferee or manager will be able to assume the management and operation of the Business, but no such operation and management of the Business will continue for more than ninety (90) days without the approval of the personal representative of the named Owner (renewable as necessary for up to one year) and we will periodically discuss the status of the Business with the personal representative of the named Owner; such manager shall be deemed an employee of the Franchisee. All funds from the operation of the Business during the period of management by such appointed or approved manager shall be kept in a separate fund and all expenses of the Business, including compensation of such manager, other costs, and travel, and living expenses of such appointed or approved manager (the "Management Expenses"), shall be charged to such fund. As compensation for the management services provided, in addition to any other fees due, we shall charge such fund the full amount of the direct expenses incurred by us during such period of management for and on behalf of Franchisee, provided that we shall only have a duty to utilize reasonable efforts and shall not be liable to Franchisee, the named Owner or personal representative of the named Owner, the Entity or any person or entity having an interest therein for any debts, losses or obligations incurred by the Business, or to any creditor of Franchisee or the named Owner during any period in which it is managed by our appointed or approved manager.

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

E. Transfer, Sale, or Assignment to a Third Party

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

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

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

If any provision of this Agreement is inconsistent with a valid applicable law, the provision will be deemed amended to conform to the minimum standards required. We and Franchisee may execute an addendum setting forth certain of these amendments applicable in certain jurisdictions, so long as and to the extent that applicable laws referred to in the addenda remain in effect.

F. Resale Assistance of Franchised Business

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

**XXIII. TERMINATION OF FRANCHISE**

A. Impact of Statutes upon Franchise Agreement

Some state laws provide certain rights to franchisees located in a particular state, including: (1) limitations on our ability to terminate a franchise except for good cause; (2) restrictions on our ability to deny renewal of a franchise; (3) circumstances under which we may be required to purchase certain inventory when a franchise is terminated or not renewed in violation of the statute; (4) provisions relating to arbitration; and (5) certain other rights that benefit franchisees. To the extent that the provisions of this Franchise Agreement are inconsistent with the terms of such state laws, the terms of the applicable state laws may control in those states.

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

B. Termination by Franchisor with Right to Cure

Except as otherwise provided in this Agreement, upon any material default by Franchisee under this Agreement or any other agreement between Franchisee and us or our affiliates, we may terminate this Agreement only by giving written notice of termination stating the nature of such default to Franchisee at least thirty (30) days prior to the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof thereof to us within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require. We may terminate this Agreement by written notice to Franchisee for Franchisee's material breach of this Agreement or of any other agreement between Franchisee and us or our affiliates, if Franchisee fails to cure the breach within thirty (30) days after written notice is delivered to Franchisee, provided that this Agreement does not prescribe a different cure period for such breach. Any breach relating to any violation of health or safety laws must be cured within seventy-two (72) hours of notice or such shorter period prescribed by law. Any default for failure to pay monetary amounts must be cured within five (5) days or shorter period as is provided by law.

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

C. Termination of Franchise without Right to Cure

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

1. Fails to agree on a Territory (if a Territory was not agreed upon before signing this Agreement), fails to secure a lease and/or fails to open the Business within the time limits as provided in Sections VI and IX.B above;
2. Fails to attend and satisfactorily complete the initial training program within sixty (60) days of the date Franchisee anticipates opening the Business;
3. Attends the initial franchise training program and we determine, in our sole discretion, that the Franchisee, managing partner, shareholder or Store Manager has failed the initial training program and Franchisee does not appoint another Store Manager to attend; or another Store Manager appointed by Franchisee fails the initial training program and/or is deemed not qualified to manage a Snooze<sup>®</sup> Mattress Co. business (as described in Section XX.A);
4. Abandons, surrenders, or transfers control of the operation of the Business to a third party without our permission; or fails to continuously and actively operate the Store for three (3) consecutive days, unless precluded from doing so by damage to the premises of the Store due to war, act of God, civil disturbance, natural disaster, labor dispute or other events beyond Franchisee's reasonable control;
5. Fails or refuses, on more than three (3) occasions during the term of this Agreement, to submit when due any financial statement, tax return or schedule or to pay when due Royalty Fees, or any other payments due to us or our affiliate; or Franchisee (including any of its Owners) has been provided with notices of default from us (either by email or any other form of written communication) more than three (3) times during the term of this Agreement.
6. Operates the Store in a manner that presents a safety, health or environmental hazard to customers, violates any federal, state, or local law, rule, regulation or ordinance (which includes failure to use its best efforts when hiring Employees and independent contractors (if Franchisee chooses to hire independent contractors) including taking every action required by applicable laws related to criminal background checks (if Franchisee chooses to do such background checks or in the future we require background checks) for all prospective employees as described in Section XII.F and XX.E;
7. Is unable to provide Products or Services associated with the System, or if any business or professional license or permit required by law is suspended or revoked, or otherwise not maintained continuously and actively in full force and effect, and in good standing;
8. Fails, for a period of fifteen (15) days (or such lesser period as required by applicable law) after notification of violation or non-compliance by us or any appropriate authority, to

comply with any federal, state, or local law, ordinance, or regulation applicable to the operation of the Business;

9. Violates any environmental, health, safety or sanitation law, ordinance, or regulation, or operates the Store (including operating any vehicles) in an unsafe manner; and does not begin to cure the violation immediately and to correct the violation within seventy-two (72) hours after Franchisee receives notice from us or another party unless a shorter period for cure is provided pursuant to Section XXII.B;
10. Makes a material misrepresentation or omission on the application for the Franchise;
11. Transfers, assigns or sub-franchises this Agreement without having our prior written consent, as set forth herein;
12. Discloses or divulges, to any unauthorized person, the contents of the Operations Manual, training materials or any other Confidential Information provided to Franchisee by us;
13. Implements, offers, sells, or performs any type of product, service or program not approved by us; or fails to comply with modifications to System standards as required by us within a ninety (90) day period from the time of written notice written by us;
14. Offers and sells Products or Services through any Website or alternative channel of distribution without our written permission (other than promoting its Business on Facebook, Instagram and Yelp); refuses to refrain from promoting its Business on Facebook, Instagram and Yelp if we revoke our approval in the future; does not adhere to our standards if granted permission to offer and/or sell Products and/or Services through any alternative channel of distribution; or engages in any other activity, which has a material adverse effect on us or the Names and Marks;
15. Makes any changes to any furnishings, fixtures, equipment, Proprietary Products, or any third-party products (such as changing containers, packaging, labeling, etc.) as described in Section XII.I of this Agreement;
16. Makes or allows any unauthorized use or copy of our Confidential Information, Proprietary Products and/or Software (if developed) or seeks to challenge our ownership rights in the System, including our Confidential Information, Proprietary Products and/or Software;
17. Engages in any activity to translate, reverse engineer, reverse compile, disassemble or create derivative works based on our Confidential Information, Products, Proprietary Products and/or Software (if developed);
18. Manufactures or produces any type of furniture, fixture, equipment, or product that is similar to, or competes with any of our furniture, fixtures, equipment, Products, Proprietary Products, or third-party products offered or used in the Business without our advanced written consent;
19. Engages in activity to distribute, act as an exclusive distributor or secure exclusive rights to distribute any equipment, Products, Proprietary Products, third-party products or furniture and fixtures without our written consent;
20. Engages in activity to sublicense, rent, lease, sell, distribute, or otherwise transfer our Confidential Information and/or Software or any portion thereof, or any rights therein, to any person or entity;

21. Exhibits a reckless disregard for the physical or mental well-being of employees, customers, us or our representatives, or the public at large, including battery, assault, sexual harassment or discrimination, racial harassment or discrimination, alcohol or drug abuse or other forms of threatening or unacceptable behavior as determined in our sole and absolute discretion;
22. Fails to procure and maintain all required insurance coverage (including any lapses, alterations, or cancellations to the insurance policies) as defined in Section XIII of this Agreement;
23. Fails or refuses to: (i) offer, sell, modify, change or discontinue any Product, Proprietary Product, Service or programs (such as our Warranty, Community-Give Back and Loyalty Programs) as we specify; (ii) cease using and/or remove or replace any furnishings, fixtures, equipment, technology item, product, Proprietary Product or other items necessary for the operation of the Business deemed to constitute a violation of this Agreement by us; (iii) maintain all furnishings, fixtures equipment and technology items (clean, service and repair) as specified by us; and (iv) adhere to our specifications and operating requirements according to our standards (as specified in Sections XII.H and XII.I of this Agreement);
24. Fails or refuses to (i) purchase or use the furnishings, fixtures, equipment, products, Proprietary Products and services as specified by us; (ii) purchase all furnishings, fixtures, equipment, products, Proprietary Products and services from us, our affiliates or approved vendors and suppliers or purchases such items from an unapproved supplier; and (iii) adhere to purchasing strategies, merchandising and presentation of all products (including Proprietary Products) according to our standards and specifications as described in Sections XII.H and XII.I of this Agreement;
25. Fails or refuses to: (i) use our approved POS system and software, customer relationship management software or door count software in the operation of the Business; and (ii) adhere to all software fee requirements as described in Sections X.E of this Agreement;
26. Fails or refuses to comply with our inventory requirements or Minimum Representation requirements (if applicable) as set forth in the Operations Manual;
27. Fails to comply with the terms of any auto-ship programs as set forth in the Operations Manual (currently not in effect);
28. Engages in Target Marketing to solicit and obtain customers by any type of advertising or marketing outside of Franchisee's assigned Territory; or Franchisee fails to refrain from Target Marketing; or Franchisee fails and/or refuses to refer customers and/or off-site events to another franchisee or company-owned business as described in Section VI of the Franchise Agreement;
29. Uses the Names and Marks or any part thereof in any form on the Internet, including but not limited to, addresses, domain names, URLs, Websites, links, metatags, locators, search techniques and co-branding arrangements without our prior written consent;
30. Is convicted of a felony or has pleaded nolo contendere to a felony, is arrested or convicted on charges relating in any way to the possession or use of illegal drugs, controlled substances or steroids or is charged and convicted of a crime of moral turpitude;
31. Engages in unfair business practices or unethical conduct;

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

D. Termination by Franchisee

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

E. General Effect of Termination

On termination or expiration, all of Franchisee's post-termination obligations, including covenant not to compete, non-disclosure, return of the Operations Manual and other proprietary materials, and indemnity, will remain in full force and effect. If this Agreement terminates for any reason prior to its expiration date, we will be entitled to certain damages (as described in Section XXIV.H).

F. Territory Modification as an Alternative to Termination

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

**XXIV. FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION**

A. Franchisee Shall Cease Using Names and Marks

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

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

Franchisee shall immediately cease to operate the Business under this Agreement, and shall not thereafter, directly, or indirectly, represent itself to the public or hold itself out as a present or former Franchisee of ours.

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

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

C. Franchisee May Not Adopt Confusingly Similar Names and Marks

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

D. Franchisee Shall Cancel Assumed Names and Transfer Phone Numbers

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

E. Franchisee Shall Transfer or Terminate Domain Name and Web Page

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

F. Franchisee Must Return Operations Manual and Other Materials

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

G. Franchisor May Purchase Assets

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

If Franchisee is selling its Assets, we shall have the right (but not the duty), to be exercised by notice of our intent to do so within thirty (30) days after termination or expiration, to purchase any or all

Assets and items bearing our Names and Marks, at fair market value (less the amount of any outstanding liens or encumbrances). In the event that we and Franchisee cannot agree on fair market value, then the fair market value shall be determined in good faith by an independent third-party appraisal. We and Franchisee shall mutually agree upon an appraiser. If we and Franchisee cannot agree on an appraiser, then we and the Franchisee shall each select one independent, qualified appraiser and the two shall select a third appraiser and all three shall determine the fair market value of the Assets we have elected to purchase. If the difference between the appraisal of the Franchisee's appraiser is greater than the difference between the appraisal of our appraiser and the independent appraiser, the Franchisee shall pay all costs and expenses of the three appraisers. Otherwise all expenses of the third appraiser shall be equally shared by us and we and Franchisee shall each be responsible for the expenses incurred by our respective appraisers. For any items that display the Marks such as: any décor, signage, marketing, advertising, and/or promotional materials (regardless of when the item was purchased), the fair market value is agreed to be zero, except for any vehicles. However, for any products, Proprietary Products or equipment that display our Marks, fair market value shall be deemed to be twenty percent (20%) of the Assets' original cost, regardless of when such items were purchased (however if any such items are broken or damaged for example: for products the seals are broken, packages are either torn, stained, discolored and/or if such items are broken, destroyed or otherwise unusable or unsellable) the fair market value is agreed to be zero. We and Franchisee agree that the terms and conditions of our right and option to purchase the Assets may be recorded, if deemed appropriate by us. If we elect to exercise any option to purchase the Assets as herein provided, we shall have the right to set off any amounts due from Franchisee.

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

Franchisee shall pay to us or our affiliates, within sixty (60) days after the effective date of termination or expiration of this Agreement, such Royalty Fees, System Advertising Fund Fees, other advertising fees, payments or any other sums owed to us or our affiliates by Franchisee, which are then unpaid. Franchisee shall pay to us or our affiliates all damages, costs, and expenses, including reasonable attorney's fees, incurred by us in obtaining injunctive or other relief for the enforcement of any provisions of Sections XIX and XXIV.

In the event of termination of this Agreement prior to its expiration date, Franchisee acknowledges that the parties have considered the following in determining the amount of liquidated damages ("Damages"): (i) that the amount of Damages is reasonable under the circumstances existing at the time this Agreement is made; (ii) that the amount of Damages bears a rational relationship to the damages the parties anticipate would flow from the breach of this Agreement; (iii) the agreement to the amount of the Damages is necessary because actual damages are difficult or impossible to prove; and (iv) the amount of the Damages are not so large that they act as a penalty. Franchisee accordingly agrees that in such event it shall be obligated to pay to us, the amount of the Damages which is the total of all Royalty Fees and System Advertising Fee payments that we would have received, if this Agreement remained in effect until its scheduled expiration date, subject to the following. This amount of Damage shall be calculated by adding together the average monthly Royalty Fee payments and the average System Advertising Fund Fee payments that were paid to us during the previous twelve (12) months for either the remaining term of this Agreement or two (2) years (whichever comes first). If the Franchisee has not made twelve (12) months of payments, then the number of payments it has made will be used to calculate the average of Royalty Fee and System Advertising Fund Fee payments. Such payments shall be due to us within (60) days after the effective Date of Termination or expiration.

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

## **XXV. ENFORCEMENT**

### **A. Franchisee May Not Withhold Payments Due Franchisor**

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

### **B. Severability and Substitution of Valid Provisions**

All provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and any partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. If any applicable law or rule requires a greater prior notice of the termination of this Agreement than is required hereunder or requires the taking of some other action not required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements.

### **C. Mediation**

The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction before resorting to arbitration as set forth in Section XXV.D. Any Party to this Agreement may initiate mediation by serving a written demand on the other party stating the particulars of the demand being served. Mediator fees and administrative fees assessed by mediator shall be divided equally among the parties involved. Before any mediation commences, the parties will agree to a date and/or certain event which will constitute a completion of the mediation process. All mediations shall be held in El Paso County, Colorado. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate within ninety (90) days after a request has been made, then the other party (“Mediating Party”) shall be entitled to recover attorney’s fees and costs, even if such Mediating Party was not otherwise entitled to recover its attorney fees and cost in any arbitration or legal action between the parties pursuant to the terms of this Agreement. This mediation provision applies whether or not the arbitration provision is initiated. The requirement to pay the Mediating Party’s attorney’s fees and costs applies regardless of whether the other party waits until the expiration of the ninety (90) day period to file the arbitration and applies as long as said party refuses to attend mediation. Mediation shall be held at the same venue as for arbitration as described in Section XXV.D.

### **D. Arbitration**

Except as we elect to enforce this Agreement by judicial process, injunction, or specific performance (as provided below), all disputes and claims relating to any provision hereof, any specification, standard or operating procedure, or any other obligation of Franchisee prescribed by us, or any obligation of us, or the breach thereof (including, without limitation, any specification, standard or operating procedure or any other obligation of Franchisee or us, which is illegal or otherwise unenforceable or voidable under any law, ordinance, or ruling) shall be settled by mandatory binding arbitration in El Paso County, Colorado. Arbitration must be in accordance with the then current Commercial Rules of the American Arbitration Association (“AAA”) and, where applicable, the provision of the Federal Arbitration Act, i.e. 9 USC §1, et al; and provided that at the option of us or the Franchisee that the arbitrator shall be selected from a list of retired federal or state judges supplied by the American Arbitration Association which could include an attorney with twenty (20) years or more franchise experience. The actual selection of the arbitrator from the list will be in accordance with the procedures for selecting an arbitrator under the Commercial Rules of the AAA. The Parties agree that, in connection with any such arbitration proceeding,

each will submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 1-3 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. The Parties further agree that arbitration will be conducted on an individual and not a class-wide or multiple plaintiff basis.

The Party having an arbitrable claim will have one (1) year from the date of discovery but not to exceed two (2) years from the date the claim occurred, in which to settle the claim or to commence arbitration on the claim. Otherwise the claim or demand will be deemed abandoned and shall be barred. The arbitrator shall allow discovery in accordance with the Colorado Rules of Civil Procedure and may apply the sanctions relating to noncompliance with discovery orders therein provided. The arbitrator shall issue a written opinion explaining the reasons for his or her decision and award and the arbitrator shall have the right to award or include in the award the specific performance of this Agreement. Unless specifically provided for by applicable statute, no punitive or exemplary damages shall be awarded against either us or Franchisee, or entities related to them, in an arbitration proceeding or otherwise, and are hereby waived. Judgment upon the award of the arbitrator will be entered in any court having competent jurisdiction thereof or of us or of Franchisee. During the pendency of any arbitration proceeding hereunder, Franchisee and we shall fully perform our respective obligations pursuant to the terms and conditions of this Agreement. Arbitration fees shall be shared equally, and the prevailing party shall be entitled to their attorney fees, provided should there be no prevailing party each party shall pay their own attorney fees.

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

E. Rights of Parties Are Cumulative

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

F. Judicial Enforcement, Injunction and Specific Performance

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

G. Colorado Law Applies

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

H. Attorney Fees

In the event that either party incurs any expenses (including but not limited to reasonable attorney's fees and reasonable expert witness fees) in enforcing the provisions of this Agreement by mediation, arbitration or legal action, the prevailing party shall be entitled to recover such expenses directly from the other subject only to limitations pursuant to Section XXV.C.

I. Binding Effect

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

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

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

K. Force Majeure

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

**XXVI. NOTICES**

Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual receipt if delivery is by hand; or (ii) upon receipt by the transmitting party of a confirmation or return response when delivery is by facsimile or email; (iii) forty-eight (48) hours after deposit to a reputable overnight carrier with confirmation sent or being available, or (iv) seventy-two (72) hours after deposit into the United States mail if delivery is by postage prepaid, registered or certified, return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated in this Agreement or to any other address as the respective party may designate by notice delivered pursuant to this Agreement.

## **XXVII. COUNTERPART**

This Agreement and any amendments or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by both of the Parties hereto. A signed copy of this Agreement delivered by email, Docusign or other means of electronic transmission (to which a PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## **XXVIII. TIME IS OF THE ESSENCE**

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

## **XXIX. APPROVALS AND WAIVERS**

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

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

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

## **XXX. AUTHORITY**

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

## **XXXI. FURTHER REPRESENTATIONS AND WARRANTIES BY THE FRANCHISEE**

Franchisee acknowledges and warrants that it has received a complete and final copy of this Agreement, our Disclosure Document and applicable exhibits, in a timely fashion as required; and that before signing this Agreement, Franchisee was given ample opportunity to review and examine our Disclosure Document and was furnished with copies of the documents; and Franchisee (and any Owner) represents he/she has the authority on behalf of itself to execute this Agreement and is not bound by any other agreement that prohibits Franchisee or its Owners from entering this Agreement. **NO ORAL, WRITTEN OR VISUAL CLAIM OR STATEMENT THAT CONTRADICTS THE DISCLOSURE DOCUMENT WAS MADE.**

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

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



IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Franchise Agreement in duplicate on this date \_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_.

FRANCHISOR:

Snooze International, LLC

Address for Notices:
Snooze International, LLC.
102 Oneida Street
Pueblo, CO 81003
Telephone: (719) 467-6001
Attn: Matt Smith, President

Signed: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Dated: \_\_\_\_\_

FRANCHISEE:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

Telephone:

\_\_\_\_\_

Fax:

\_\_\_\_\_

Attn:

\_\_\_\_\_

Signed: \_\_\_\_\_
Name: \_\_\_\_\_
Date: \_\_\_\_\_

Signed: \_\_\_\_\_
Name: \_\_\_\_\_
Date: \_\_\_\_\_

Signed: \_\_\_\_\_
Name: \_\_\_\_\_
Dated: \_\_\_\_\_

SCHEDULE 1  
 SNOOZE INTERNATIONAL, LLC  
 AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS  
 (DIRECT DEPOSIT)

BY \_\_\_\_\_ AND \_\_\_\_\_ BETWEEN \_\_\_\_\_ SNOOZE INTERNATIONAL, LLC  
 AND \_\_\_\_\_ (“FRANCHISEE”) DATED \_\_\_\_\_ 20\_\_.

The undersigned depositor (“DEPOSITOR”) hereby authorizes Snooze International, LLC (“FRANCHISOR”) to initiate debit entries and/or credit correction entries to the undersigned’s checking and/or savings account(s) indicated below, and the depository designated below (“DEPOSITORY”) to debit such account pursuant to FRANCHISOR’s instructions.

DEPOSITORY	Branch
Address	City, State and Zip Code
Bank Transit/ABA Number	Account Number

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

DEPOSITOR	DEPOSITORY
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE 2  
SNOOZE INTERNATIONAL, LLC  
PRE-EXISTING BUSINESSES

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

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

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

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

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

6. Franchisee shall convert the entire Pre-Existing Business into the Franchised Business and shall hence forth operate that business as the Franchised Business under the trade name “Snooze<sup>®</sup> Mattress Co.” and

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

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

**FRANCHISEE:**

Signed: \_\_\_\_\_

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

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

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

SCHEDULE 3  
SNOOZE INTERNATIONAL, LLC  
EXECUTIVE ORDER 13224 AND RELATED CERTIFICATIONS

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

If the Franchisee is a company, the person(s) signing on behalf of the Franchisee certify(ies) that, to the Franchisee's and such person's best knowledge, neither the Franchisee, such person, and/or any owners, officers, board members, shareholders, members, partners, similar individuals and/or affiliates/associates of the Franchisee have been designated, a terrorist and/or a suspected terrorist, nor is the Franchisee or any such persons and/or affiliates/associates owned, controlled, associated and/or *affiliated* in any way with any terrorist and/or a suspected terrorist person and/or organization, as defined in U.S. Executive Order 13224 and/or otherwise. Franchisee agrees to fully comply and/or assist Franchisor in its compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to antiterrorist activities, including without limitation the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations, including properly performing any currency reporting and other obligations, whether relating to the Franchise or otherwise, and/or required under applicable law. The indemnification responsibilities provided in the Franchise Agreement cover the Franchisee's obligations hereunder.

**FRANCHISEE:**

Signed: \_\_\_\_\_

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

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

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

SCHEDULE 4  
SNOOZE INTERNATIONAL, LLC  
ADA & RELATED CERTIFICATIONS

Snooze International, LLC (“Franchisor”) and \_\_\_\_\_ (“Franchisee”) are parties to a franchise agreement dated, \_\_\_\_\_ 20\_\_\_\_ (the “Franchise Agreement”) for the operation of a Snooze® Mattress Co. Business (the “Store”).

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

**FRANCHISEE:**

Signed: \_\_\_\_\_

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

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

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

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

This Guaranty is a Schedule to the Franchise Agreement between Snooze International, LLC (“Franchisor”) and \_\_\_\_\_ (“Franchisee”) dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

1. The undersigned agree, individually and on behalf of his or her marital community, to personally and unconditionally guarantee the performance of Franchisee under the Franchise Agreement entered into between the Franchisor and Franchisee (the “Agreement”) and to perform all obligations under this Agreement on default by Franchisee. The undersigned further agree to pay any judgment or award against Franchisee obtained by Franchisor. Guarantors are also bound by covenants of the Agreement that by their nature or terms survive the expiration or termination of the Agreement, including but not limited to non-competition, indemnity, and non-disclosure provisions.
  
1. Each Guarantor has consulted legal counsel of his/her own choosing as to his/her responsibilities and liabilities under this Guaranty.
  
2. Each Guarantor waives:
  - a. Notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed;
  - b. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed;
  - c. Any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability;
  
3. Each Guarantor consents and agrees that:
  - a. Liability under this Guaranty is joint and several with any other guarantor and the Franchisee;
  - b. Each will render any payment or performance required under this Guaranty on demand, if Franchisee fails or refuses punctually to do so;
  - c. Each will individually comply with the provisions and all subsections of the Agreements and associated documents;
  - d. Liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person;
  - e. Liability is not affected by any extension of time, acceptance or part performance, release of claims, or other compromise that Franchisor may grant Franchisee or other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

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

Guarantor agrees to be personally bound by all of the mediation obligations under Section XXV.C of the Agreement.

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

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

Dated on the \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_\_\_.

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

NAME	ADDRESS	PERCENTAGE
_____	_____	_____
Signed	_____	_____

Printed

Signed

Printed

Signed

Printed

Signed

Printed

SCHEDULE 6  
SNOOZE INTERNATIONAL, LLC  
COLLATERAL ASSIGNMENT OF LEASE

Franchisee: \_\_\_\_\_  
\_\_\_\_\_

Franchisor: Snooze International, LLC

Date of this Collateral Assignment of Lease (the "Assignment"): \_\_\_\_\_

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

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

No material modification or amendment of the Lease shall occur or be effective without the prior written consent of Franchisor. Franchisee may not assign the Lease or sublease the Premises and Landlord will not consent or allow Franchisee to assign the Lease or sublease the Premises without Franchisor's prior written consent, which shall not be unreasonably withheld.

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

The Franchisee will not permit any surrender, termination, amendment, or modification of the Lease and will elect and exercise all options to extend the term of or renew, or assume in bankruptcy, the Lease not less than thirty (30) days prior to the last day that said rights must be exercised. If the Franchisee does not do so, Franchisor may to the extent consistent with the United States Bankruptcy Code (but has no obligation to) do such acts for the account of Franchisee and without any liability or obligation of the Franchisor. Failure of the Franchisor to exercise any remedy hereunder shall not be a waiver of any of its rights. The rights and remedies of the Franchisor under this Assignment are in addition to those which the Franchisor has under the Franchise Agreement or otherwise. This Assignment shall bind, and benefit,

Franchisor and Franchisee and their respective successors and assigns. With respect to the Franchisor and Franchisee the dispute resolution provisions (including, but not limited to, mediation, binding arbitration, waiver of jury trial and limitation of damages) of the Franchise Agreement shall apply to this Assignment, and/or any matter related in any way to it, but the Franchisor may, in any event and at its option, proceed with any action in court for possession of the Premises and any related remedies. If there is more than one Franchisee, their obligations are joint and several. As between Landlord and Franchisor and/or Franchisee, the dispute provision of the Lease shall apply.

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

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

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

Any notice or other communication required or permitted to be given under this Assignment shall be in writing and addressed to the respective party as set forth below. Notices shall be effective (i) on the next business day if sent by a nationally recognized overnight courier service, (ii) on the date of delivery by personal delivery and (iii) on the date of transmission if sent by facsimile during business hours on a business day (otherwise on the next business day) (with receipt of confirmation). Any party may change the address at which it is to receive notices to another address in the United States at which business is conducted (and not a post-office box or other similar receptacle), by giving notice of such change of address in accordance with this provision.

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

Landlord: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

**FRANCHISEE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

**LANDLORD**

**FRANCHISOR:**

\_\_\_\_\_

Snooze International, LLC

by \_\_\_\_\_

by \_\_\_\_\_

its \_\_\_\_\_

its \_\_\_\_\_

SCHEDULE 7  
SNOOZE INTERNATIONAL, LLC  
STATEMENT OF OWNERSHIP INTERESTS AND PRINCIPALS

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

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

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

SCHEDULE 8  
SNOOZE INTERNATIONAL, LLC  
CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Agreement is made and entered into \_\_\_\_\_ 20\_\_\_\_\_, between Snooze International, LLC, a Colorado limited liability company (hereinafter referred to as “Franchisor/we/us/our”), \_\_\_\_\_ (hereinafter referred to as “You”).

**RECITALS:**

WHEREAS, Franchisor has acquired the right to develop a unique system (the “System”) for the development and operation of a mattress store that specializes in selling a variety of different types of mattresses and bedding accessories under the name and mark “Snooze® Mattress Co.” (“Store”); and

WHEREAS, the System includes but is not limited to certain trade names, service marks, trademarks, symbols, logos, emblems, and indicia of origin, including, but not limited to the mark Snooze® Mattress Co. and such other trade names, service marks, and trademarks as we may develop in the future to identify for the public the source of services and products marketed under such marks and under the System and representing the System’s high standards of quality, appearance and service standards that include our: strategies for site acquisition, build-out, design, décor, color scheme and signage specifications; Products (including our Proprietary Products), Services, Warranty Programs, Product and merchandising knowledge, operational strategies, methods, techniques and procedures; Product pricing, presentation, merchandising and sales strategies; specifications for all furnishings, fixtures, equipment, products and supplies used, purchasing strategies, vendor and supplier relationships, inventory management systems; guidelines for hiring, training and retaining employees and our proprietary educational platform that houses our videos, training modules and courses (which includes curriculum, lesson plans and workshops) to complement Franchisee’s ongoing training efforts; procedures for cleanliness, service standards, safety, sanitation and quality control; website, software, Operations Manual, photographs, video presentations, forms, contracts, record keeping and reporting procedures; our proprietary Community Give-Back Programs, social media and promotional strategies; customer acquisition and proprietary Loyalty Programs, advertising, marketing, sales and promotional materials; all of which may be changed, improved and further developed by us from time to time and are used by us in the operation of the System (“Trade Secrets”); and

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

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

WHEREAS, we have granted You (individually and/or through ownership of an entity) a limited right to manage and participate in the operation of a Store using the System and the Trade Secrets for the period defined in the Franchise Agreement made and entered into \_\_\_\_\_, 20\_\_\_\_ (“Franchise Agreement”) between you and us; and

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

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

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

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

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

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

1. We shall disclose to You some or all of our Trade Secrets relating to the System.
2. You shall receive the Trade Secrets in confidence, maintain them in confidence and use them only in connection with the management and/or operation of your Store using the System for so long as you are licensed by us to use the System.
3. You shall not at any time make copies of any documents or compilations containing some or all of the Trade Secrets without our express written permission.
4. You shall not at any time disclose or permit the disclosure of the Trade Secrets except to your staff members and then only to the limited extent necessary to train or assist your staff members in the management or operation of your Store using the System.
5. That all information and materials, including without limitation, build out drawings, specifications, techniques, and compilations of data which we shall designate as confidential shall be deemed our Trade Secrets for the purposes of this Agreement.
6. You shall surrender the confidential Franchise Operations Manual and such other manuals and written materials as we shall have developed (“Manuals”) described in the Franchise Agreement and any other material containing some or all of our Trade Secrets to us, upon request, or upon expiration or termination of the Franchise Agreement or upon conclusion of the use for which the Manuals or other information or material may have been furnished to your staff.
7. You shall not, directly, or indirectly, commit any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with our Trade Secrets and the System, or our Names and Marks.
8. The Manuals are loaned by us to You for limited purposes only and remain our property and may not be reproduced, in whole or in part, without our written consent.
9. In further consideration for the disclosure to you of the Trade Secrets and to protect the uniqueness of the System, You agree that during the term of this Agreement and for two (2) years following the earlier of the expiration, termination, or transfer of all of your interest in the Franchise Agreement you will not, without our prior written consent:
  - a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Store to any competitor.
  - b. Directly or indirectly, for yourself or through, on behalf of or in conjunction with any person, partnership or corporation, own, maintain, operate, engage in or have any financial or beneficial interest in (including interest in corporations, limited liability companies, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any business which is the same as or similar to a Snooze<sup>®</sup> Mattress Co. business including, but not limited to,

any other business offering mattresses, any type of bedding-related products and/or any products and services that are similar to the Products and Services of a Snooze<sup>®</sup> Mattress Co. franchised or company-owned location which business is, or is intended to be, located within a ten (10) mile radius of the Approved Location or of any Snooze<sup>®</sup> Mattress Co. business in existence or under construction as of the earlier of the expiration or termination of, or the transfer of all or your interest in, the Franchise Agreement.

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

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

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

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

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

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

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

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

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

Snooze International, LLC  
102 Oneida Street

Pueblo, CO 81003  
Attention: Matt Smith, President  
Telephone: (719) 467-6001

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

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

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

**IN WITNESS WHEREOF**, the undersigned have entered into this Agreement, as an entity and in his or her individual capacity, as witnessed by their signatures below.

**Snooze International, LLC**

a Colorado limited liability company:

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

Signature: \_\_\_\_\_

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

**You:**

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

Signature: \_\_\_\_\_

# **EXHIBIT B**

## **DIRECTORY OF FEDERAL, STATE AND CANADIAN FRANCHISE REGULATORS**

### **AGENTS FOR SERVICE OF PROCESS**

**EXHIBIT B**

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

**FEDERAL**

**FEDERAL TRADE COMMISSION**

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

**STATE FRANCHISE REGULATORS & AGENTS FOR SERVICE OF PROCESS**

**CALIFORNIA**

Commissioner of Financial Protection and Innovation  
California Department of Financial Protection and  
Innovation  
2101 Arena Blvd.  
Sacramento, CA 95834  
866-275-2677  
www.dfpi.ca.gov  
Email: Ask.DFPI@dfpi.ca.gov

**CONNECTICUT**

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

**HAWAII**

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

**INDIANA**

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

**COLORADO**

Matt Smith  
102 Oneida Street  
Pueblo, CO, 81003  
719-321-9865

**FLORIDA**

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

**ILLINOIS**

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

**MARYLAND**

Securities Commissioner  
Division of Securities  
200 St. Paul Place 20<sup>th</sup> Floor  
Baltimore, Maryland 21202-2020  
410-576-6360

**MICHIGAN**

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

**MINNESOTA**

Minnesota Department of Commerce  
Securities Section  
85 Seventh Place East Suite 280  
St. Paul, Minnesota 55101  
651-539-1600

**NORTH DAKOTA**

Franchise Examiner  
600 East Boulevard  
State Capitol 5<sup>th</sup> Floor  
Bismarck, North Dakota 58505  
701-328-2910

**SOUTH DAKOTA**

Franchise Administrator  
Division of Securities  
124 S Euclid Ave Suite 104  
Pierre, South Dakota 57501  
605-773-4823

**TEXAS**

Registrations Unit  
Secretary of State  
PO Box 13193  
Austin Texas 78701  
512-463-5701

**WASHINGTON**

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

**NEW YORK**

New York Secretary of State  
One Commerce Plaza  
99 Washington Avenue  
Albany, New York 12231  
518-473-2492

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

**RHODE ISLAND**

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

**VIRGINIA**

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

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

**WISCONSIN**

Franchise Registration  
Divisions of Securities  
P.O. Box 1768  
Madison, Wisconsin 53701  
608-266-1064

# **EXHIBIT C**

## **FRANCHISE DISCLOSURE QUESTIONNAIRE**

**EXHIBIT C**  
**FRANCHISE DISCLOSURE**  
**QUESTIONNAIRE**

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

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Your Initials \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Your Initials \_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Your Initials \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Your Initials \_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Your Initials \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Your Initials \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Your Initials \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Your Initials \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Your Initials \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Your Initials \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Your Initials \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Your Initials \_\_\_\_\_

13. If you have answered "Yes" to any of questions 6 through 12, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

If you have answered "No" to all of questions 6 through 12, please leave the following lines blank.

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Your Initials \_\_\_\_\_

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

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Signature  
(individually and on behalf of franchise entity)

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Print Name

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Date

# **EXHIBIT D**

## **STATE ADDENDA**

**EXHIBIT D**

**STATE LAW ADDENDA  
TO  
FRANCHISE DISCLOSURE DOCUMENT  
AND  
FRANCHISE AGREEMENT**

The following modifications are to the Snooze International, LLC Disclosure Document and will supersede, to the extent then required by applicable state law, certain portions of the Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_.

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

For franchises governed by laws of the following states:

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

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

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

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

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

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

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

**MINNESOTA** law requires that with respect to the franchises governed by Minnesota law, the Franchisor will comply with Minnesota. Statute 80C.14 subdivisions 3, 4, and 5 which require except in certain specific cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

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

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

Pursuant to Minn. Stat. Sec. 80C.12, to the extent required by this Minnesota law, the Franchise Agreement and Item 13 of the Disclosure Document are amended to state that

the Franchisor will protect your right to use the primary trademark, service mark, trade name, logotype or other commercial symbol or indemnify us from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the Franchisor's primary trade name.

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

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

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

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(Signature of Franchisee)

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(Name of Franchisee)

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(Title)

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

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

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

**II. POST-TERM COVENANTS NOT TO COMPETE**

For franchises governed by laws of the following states:

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

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

California Business and Professions Code	Sections 16,600 to 16.607
Michigan Compiled Laws	Section 445.771 et seq.
Montana Codes	SECTION 30-14-201
North Dakota Century Code	Section 9-08-06
Oklahoma Statutes	Section 15-217-19
Washington Code	Section 19.86.030

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

### III. **TERMINATION UPON BANKRUPTCY**

For franchises governed by laws of the following states:

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

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

### IV. **LIQUIDATED DAMAGES PROVISIONS**

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

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

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

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

### V. **STATE ADDENDUMS**

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

### **CALIFORNIA**

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

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

The franchisor, any person or franchise broker in Item 2 of the FDD is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et. Seq., suspending or expelling such persons from membership in such association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.)

The Franchise Agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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

The franchise agreement requires binding arbitration. The arbitration will occur in El Paso County, Colorado with the costs being borne by the prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the law of Colorado. This provision may not be enforceable under California law.

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

You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31 000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

The franchise agreement contains provisions shortening the statute of limitations to bring claims and requiring you to waive your right to punitive or exemplary damages against the franchisor, limiting your recovery to actual damages for any claims related to your franchise. Under California Corporations Code section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

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 highest interest rate allowed by law in California is 10% annually.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [WWW.DFPI.CA.GOV](http://WWW.DFPI.CA.GOV)

### **ILLINOIS**

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

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

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

Item 5 of the Disclosure Document and Section 4.1 of the Franchise Agreement is hereby amended to provide that all initial franchise fees are deferred until all Franchisor's pre-opening obligations to franchisee have been met and the franchisee is open for business. This deferral requirement has been imposed by the Illinois Attorney General's Office due to Franchisor's financial condition. A financial assurance is not required as a condition of registration.

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

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

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

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

SNOOZE INTERNATIONAL, LLC.

FRANCHISEE

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

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

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

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

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

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

**INDIANA**

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

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

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

**MARYLAND**

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

Any provisions of the Disclosure Document or Franchise Agreement that require franchisee to disclaim the occurrence of or acknowledge the non-occurrence of acts that would constitute a

violation of the Maryland Franchise Registration and Disclosure Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

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

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

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

### **FORM OF RELEASE FOR MARYLAND FRANCHISEES**

This Release is made on \_\_\_\_\_, 20\_\_\_\_, between Snooze International, LLC, a Colorado limited liability company ("Franchisor") and its officers, directors, and agents ("Affiliates"), and \_\_\_\_\_ ("Franchisee").

### **RECITALS**

- A. Franchisor and Franchisee entered into a Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Franchise Agreement") in which Franchisor granted franchisee the right to located, develop, and operate a Snooze<sup>®</sup> Mattress Co. business (the "Franchised business"), and Franchisee assumed obligations to located, develop, and operate the franchised Business.
- B. As a condition to Franchisor's consent to the transfer of the Franchised Business, Franchisee is willing to release franchisor from certain obligations arising from the Franchise Agreement and related agreements, and any claims franchisee may have against each Franchisee as described herein.

### **AGREEMENT**

#### **1. RELEASE AND COVENANT NOT TO SUE**

Subject to the terms of this Release, and in consideration for the consent described above, Franchisee and the undersigned individual guarantors, if applicable, hereby release and discharge and hold harmless Franchisor, its principals, agents, shareholders, officers,

directors, employees, successors, assigns, subsidiaries, and affiliated groups and each of them (“Affiliates”), from any and all losses, claims, debts, demands, liabilities, actions, and causes of action, of any kind, whether known or unknown, past or present, that any of them may have or claim to have against Franchisor or its Affiliates and any of them before or on the date of this release, arising out of or related to the offer, negotiation, execution, and performance of the Franchise Agreement, the operation of the Franchised Business, and all circumstances and representations relating to such offer, negotiation, execution, performance, and operation (collectively, “Released Claims”, except as specifically reserved:

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Franchisee and guarantors agree that Released Claims shall specifically include any claim or potential claims under the Title 14 Sections 14-201 through 14-233 of the Maryland Annotated Code and laws otherwise governing relationships between franchisors and franchisees. Franchisee and guarantors hereby covenant and agree that none of them will bring any action against Franchisor or its Affiliates in connection with any Released Claim.

2. **NO ADMISSION**

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

3. **NO ASSIGNMENT**

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

4. **ENTIRE AGREEMENT**

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

5. **FURTHER ACTS**

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

6. **SUCCESSORS**

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

7. **GOVERNING LAW; JURISDICTION**

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

8. **SEVERABILITY**

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

9. **VOLUNTARY AGREEMENT**

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

Snooze<sup>®</sup> Mattress Co. Franchisee

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**MICHIGAN**

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

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

- A.** A prohibition of the right of a franchisee to join an association of franchisees.
- B.** A requirement that a Franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a Franchisee of rights and protections provided in this act. This shall not preclude a Franchisee, after entering into a Franchise Agreement, from settling any and all claims.
- C.** A provision that permits a Franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the Franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- D.** A provision that permits a Franchisor to refuse to renew a franchise without fairly compensating the Franchisee by repurchase or other means for the fair market value at the time of expiration of the Franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the Franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applied only if:
  - 1.** The term of the franchise is less than 5 years; and
  - 2.** The Franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of Franchisor's intent not to renew the franchise.
- E.** A provision that permits the Franchisor to refuse to renew a franchise on terms generally available to other Franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- F.** A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the Franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- G.** A provision which permits a Franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - 1.** The failure of the proposed transferee to meet the Franchisor's then current reasonable qualifications or standards.

2. The fact that the proposed transferee is a competitor of the Franchisor or Sub-Franchisor.
  3. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
  4. The failure of the Franchisee or proposed transferee to pay any sums owing to the Franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.
- H. A provision that requires the Franchisee to resell to the franchisor items that are not uniquely identified with the Franchisor. This subdivision does not prohibit a provision that grants to a Franchisor a right of first refusal to purchase the assets of a Franchise on the same terms and conditions as a bon fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the Franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the Franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).
- I. A provision that permits the Franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

Any questions regarding this notice should be directed to:

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

**MINNESOTA**

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

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

termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause.

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

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

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

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17.Subd.5. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

## **NEW YORK**

### **FRANCHISE DISCLOSURE DOCUMENT**

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

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

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

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

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

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

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent. a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

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

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

D. Was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner held this position and or company or partnership.

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

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

Item 17. Add the following:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”: You may terminate the agreement on any grounds available by law.

The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”: However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum”, and Item 17(w), titled “Choice of law”: The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

## **NORTH DAKOTA**

**I.** Item 5 is amended by the addition of the following language to the original language:

Refund and cancellation provisions do not apply to franchises operating under the North Dakota franchise Investment Law. If the Company elects to cancel the Franchise Agreement, the Company will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred. This amount may not be more than fifty percent (50%) of the Franchise Fee.

**II.** Item 5, Note 1, the last paragraph shall be amended to read as follows:

If your Franchise Agreement is terminated, you may be required to continue royalty payments for so long as you or our assignee or successor continues to use our trademarks or systems in any way.

**III.** Item 6, Note 4, shall be amended to read as follows:

Note 4: You must protect, indemnify, and hold us harmless against any claims or losses arising out of your operation of the franchise business. Each party will bear its own expenses of any litigation to enforce the agreement.

- IV.** Item 17 is amended by the addition of the following language to the original language:
- A.** A provision is the Franchise Agreement that terminates the Franchise Agreement on the bankruptcy of the franchisee may not be enforceable under Title II, U.S. Code, Section 101.
  - B.** The erosion of a general release on renewal, assignment, or termination does not apply to franchises operating under the North Dakota Franchise Investment Law.
  - C.** The North Dakota Century Code, Section 9-08-06 limits the franchisor’s ability to restrict your ability to restrict your activity after the Franchise Agreement has ended.
  - D.** Under North Dakota law, liquidated damages provisions are void. State courts also restrict the imposition of liquidated damages. The imposition of liquidated damages is also restricted by fair practice laws, contract law, and state and federal court decisions. Thus, the provision requiring you to continue to pay amounts to franchisor if you elect to cancel the agreement may not be enforceable under North Dakota law.
- V.** Item 17 is amended to read as follows:

<b>PROVISION</b>	<b>FRANCHISE AGREEMENT</b>	<b>SUMMARY</b>
Your obligations on termination non-renewal	FA: XXIV	De-Identification, payment, non-disclosure, non-competition; you continue to pay royalties for so long as you use the trademarks if terminated for breach, unless you abandon the business, abide by post termination covenants, and release and indemnify us.

- VI.** Item 17: The Choice of Law and Arbitration sections are amended to read as follows:
- A.** The Franchise Agreement shall be governed by the laws of North Dakota.
  - B.** Except as specifically otherwise provided in the Franchise Agreement, all contract disputes that cannot be amicably settled will be determined by arbitration under the Federal Arbitration Act and in accordance with the rules of the American Arbitration Association. Arbitration will take place at an appointed time and place in the county and state in which your franchised business is located. However,

nothing in the Franchise Agreement limits or precludes the parties from bringing an action in a court of competent jurisdiction for injunction or other provisional relief as needed or appropriate to compel a party to comply with its obligations or to protect the marks or the company's other property rights.

C. The Choice of Forum section is amended to delete the following:

Any action will be brought in the state or federal courts in El Paso County, Colorado.

## **FRANCHISE AGREEMENT**

I. Article IX, concerning refunds of initial franchise fees and royalties, is amended to add the following:

Refund and cancellation provisions do not apply to franchisees operating under the North Dakota Franchise Investment Law. If Franchisor elects to cancel this Franchise Agreement, Franchisor shall be entitled to a reasonable fee for its evaluation of Franchisees and related preparatory work performed and expenses actually incurred. This amount shall be no more than fifty percent (50%) of the franchise fee.

II. Sections XXIII and XXII, relating to termination and transfer, are amended to add the following:

The execution of a general release on renewal, assignment, or termination does not apply to franchises operating under the North Dakota Franchise Investment Law.

III. Section XXIII(H), providing for liquidated damages on termination of the Franchise Agreement, is hereby amended to read as follows:

h. Pay to Franchisor royalty fees and other ongoing fees, and other amounts Franchisee owes to Franchisor, as though Franchisee were still an active Franchisee, for so long as Franchisee or its assignee or successor continues to use the trademarks in any way. Franchisor is also entitled to all other applicable remedies.

IV. Section XXV is amended to read as follows:

In any action to enforce this Agreement or to seek remedies on default by either party, each party shall bear its own expenses of litigation or enforcement.

V. A. Section XXV is amended to add the following:

THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER TAKE EFFECT ON ACCEPTANCE AND EXECUTION BY THE COMPANY AND SHALL BE INTERPRETED AND CONSTRUED UNDER THE LAWS OF NORTH DAKOTA, EXCEPT TO THE EXTENT GOVERNED BY THE

UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT 15, U.S.C. SECTIONS 1015, ET. SEQ.).

- B. Section XXV (H) providing for exclusive jurisdiction in El Paso County, Colorado is deleted.
- C. Paragraph XXV, to the extent it provides for a limitation of one year on actions under the Franchise Agreement is hereby deleted.
- D. Section XXV to the extent it provides for a waiver of punitive or exemplary damages, and a waiver of jury trial, is deleted.

**VI.** The Arbitration section shall be deleted and amended to read as follows:

Except as specifically otherwise provided in this Agreement, the parties agree that all contract disputes that cannot be amicably settled shall be determined by arbitration under the Federal Arbitration Act as amended and in accordance with the rules of the American Arbitration Association or any successor thereof. Arbitration shall take place at an appointed time and place in the County and State in which Franchisee's franchised business is located. However, nothing contained herein shall be construed to limit or to preclude the parties from bringing any action in any court of competent jurisdiction for injunctive or other provisional relief as the parties deem to be necessary or appropriate to compel either party to comply with its obligations hereunder or to protect the marks or other property rights of franchisor.

**VII.** The Acknowledgement section is amended to add the following:

Franchisee acknowledges that Franchisee received a copy of this Franchise Agreement, the attachments hereto, if any, and agreements relating thereto, if any, at least seven (7) days prior to the date on which this Agreement was executed.

**VIII.** The Covenants section is amended to add the following:

Covenants not to compete on termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

**RHODE ISLAND**

§19-28.1-14 of the Rhode Island Franchise Investment Act provides that:

A provision in a Franchise Agreement restricting jurisdiction of venue to a forum outside this state or requiring the application of the laws of another state are void with respect to a claim otherwise enforceable under this Act.

**VIRGINIA**

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

Additional Disclosure: The following statements are added to Item 17.h.

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

**Estimated Initial Investment.** The franchisee will be required to make an estimated initial investment ranging from \$139,950 to \$400,500. This amount exceeds the franchisor's stockholders' equity as of December 31, 2021, which is \$56,102."

## **WASHINGTON**

**This section operates as an addendum to the Franchise Agreement and FDD.**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and

unenforceable in Washington. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
FRANCHISOR

\_\_\_\_\_  
FRANCHISEE

# **EXHIBIT E**

## **OPERATION MANUAL TABLE OF CONTENTS**



## OPERATIONS MANUAL

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# **EXHIBIT F**

## **OPTION AGREEMENT**

**EXHIBIT F**

**FRANCHISE OPTION AGREEMENT**

This Option Agreement is entered into as of \_\_\_\_\_, 20\_\_ between Snooze International, LLC (“Franchisor”) and \_\_\_\_\_ (“Optionee”).

1. Grant of Option. Optionee is hereby granted an option (“Option”) to be awarded a Snooze® Mattress Co. Franchise.

2. Location. Optionee has the exclusive right to enter into a franchise agreement during the term of this Option Agreement for a Snooze® Mattress Co. franchise to be opened within the area of \_\_\_\_\_ or \_\_\_\_\_ miles of the “selected address” listed below. The exact location of the franchise is chosen by Optionee, subject to Franchisor’s approval.

3. Option Fee. A non-refundable option payment of \$5,000 is required with the execution of this Agreement. The option payment will be credited towards the Initial Franchise Fee of \$49,900,000 or \$39,500,000 for a second franchise and any additional franchises thereafter provided that the franchise agreement is executed on or before the expiration date of this Agreement. An Optionee must prove financial qualifications and pass the background, credit, and criminal checks generally required of Snooze® Mattress Co. franchisees and maintain those requirements at the time you exercise this Option. No refund will be paid if the financial qualifications or background check of the owners cannot be met before a franchise is granted.

4. Term. This Option will have a term of six months and begins on the date of this Agreement listed below.

5. Notices. All notices sent by one party to the other must be hand-delivered, sent by registered or certified mail, return receipt requested, or transmitted by facsimile, or sent via electronic means if the sender can verify receipt. They will be addressed to Franchisor at its office as above designated, or at the other address Franchisor designates in writing, and addressed to Optionee at the address Optionee designates in writing. Any notice is deemed given and received, when delivered, if hand-delivered; if sent by facsimile or electronic means, on the next business day after sent; and if mailed, on the third business day following the mailing.

6. Governing Law. This Agreement is valid when executed and accepted by Franchisor and is governed by the laws of the State of Colorado. El Paso County, Colorado will be the venue for any arbitration or litigation. This choice of laws will not affect the scope of the Colorado franchise, business opportunity or related statutes, and nothing in this Agreement will be deemed to extend the scope of application of those laws.

Selected Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_

Expiration Date \_\_\_\_\_

**FRANCHISOR:**

**Snooze International, LLC**

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**OPTIONEE:**

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

# EXHIBIT G

## List of Franchisees

The following are the names, addresses and telephone numbers of all current Snooze® Mattress Co. franchisees as of the date of this Disclosure Document.

CO	3495 Arnica Way Franktown, CO 80116	K & B, LLC Keith Chambers and Bobbi Chambers	913-909-3381
CO	6360 Promenade Pkwy. Castle Rock, CO 80108	K & B, LLC Keith Chambers and Bobbi Chambers	913-909-3381
CO	7445 North Academy Blvd., Colorado Springs, CO 80920	Mince Holdings, LLC James Mince	(408) 823-5011
MN	3701 W. Old Shakopee Rd. Bloomington, MN 55031	Freedom, LLC Craig Pistulka	605-941-2268
NE	21658 I Street Elkhorn, NE 68022	Snoozers, LLC Nico Marasco, John Wanninger	402-677-7777
UT	758 S North County Blvd Suite K Pleasant Grove, UT 84062	SleepMDzzz, LLC, Mike Wilkinson, Sharon Wilkinson, Ken Drake, Sharon Drake	719-251-4522

### Franchisees with Unopened Outlets as of December 31, 2023

State	Location Address	Owners Name	Phone Number
AZ	TBD Chandler, AZ	Sleep Specialists of AZ, LLC, Jeremy and Heather Hoge	408-355-0363

AZ	TBD Mesa, AZ	Sleep Specialists of AZ, LLC, Jeremy and Heather Hoge	408-355-0363
CO	22747 E Calhoun Pl Aurora, CO 80016	Million Dollar Legacy, LLC, Christopher Reed	303-669-0871
CO	135 Montcalm Dr. Pueblo, CO 81005	Omni, LLC, Derek Roybal and Andrea Roybal	719-420-1774
CO	TBD Teller County, CO	Teller Sleep, LLC Ncklaus Kephart	719-271-0349
IA	TBD	Nathan Phillips	253-882-7262
IN	TBD	Gurinder Saini	317-666-0574
MD	TBD	Nathan Ervin	443-449-0476
MT	TBD Gallatin, MT	Boseman Sleep, LLC Thomas Lloyd III, Nathan Outhier, Garris Spaccamonti	720-201-1782
MT	8859 Central Ave Beulah, MT 81023	Boseman Sleep, LLC Thomas Lloyd III, Nathan Outhier, Garris Spaccamonti	720-201-1782
MT	TBD Gallatin, MT	Boseman Sleep, LLC Thomas Lloyd III, Nathan Outhier, Garris Spaccamonti	720-201-1782
MN	TBD St. Paul, MN	Adam Hempler	651-829-0646
SC	TBD	Dream Green Ventures, LLC Ryan Bilbey/Michael Lyles	810-691-7506

TX	TBD Austin, TX	Calvin Koehn	918-864-7800
TX	TBD Lubbock, TX	Fidura Franchise, LLC Jack Fidura, Shelby Fidura	770-668-6210
TX	TBD	Stephen Keller	989-464-8631
UT	TBD Saratoga Springs, UT	SleepMDzzz,LLC Sheron Drake and Ken Drake	801-376-3306

# **EXHIBIT H**

## **Franchisees Who Left the System**

## EXHIBIT H

### List of Franchisees Who Left the System

The following is a list of all Snooze® Mattress Co. franchisees who are no longer with the system as of the date of this Disclosure Document:

AZ	40636 N Fleming Springs Road Cave Creek, AZ 85331	Messenger Dreams, LLC, Keith and Holly Messenger	641-512-3160
CA	2178 Vista Way Suite e3, Oceanside, CA 92054	SMC of Southern California, LLC Sam Spaccamonti	719-248-0575
CA	8940 Activity Rd, Ste H San Diego, CA 92126	SMC of Southern California, LLC Sam Spaccamonti	719-248-0575
CA	7050 Miramar Rd., Suite 101 San Diego, CA 92121	SMC of Southern California, LLC Sam Spaccamonti	719-248-0575
CO	7445 Academy Blvd., Colorado Springs, Colorado 80920	Sleepy Panda, LLC Sleepy Beagle, LLC, Bryan Boatner	720-471-1030
CO	5935 Dublin Blvd. #120, Colorado Springs, Colorado 80923	Sleepy Panda, LLC Sleepy Beagle, LLC, Bryan Boatner	720-471-1030
CO	Lonetree/Denver CO	Sleepy Panda, LLC Sleepy Beagle, LLC, Bryan Boatner	720-471-1030
FL	12845 Citrus Park Plaza Drive Tampa, FL 33625	Essential Living, LLC Tam Nguyen	505-363-2221
TX	2806 Pranzo Lane League City, TX 77573	Buddy Ruffs, Inc. Victor Peres	713-725-4249

# **EXHIBIT I**

## **Financial Statements**



Divine  
Blalock  
Martin  
Sellari  
LLC  
Est. in 1932

**SNOOZE INTERNATIONAL LLC.**

**FINANCIAL STATEMENTS**

**FOR THE YEARS ENDED**

**DECEMBER 31, 2023 AND 2022**

*With*

**Independent Auditor's Report Thereon**

# SNOOZE INTERNATIONAL, LLC

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BARBARA AHEARN-DUNN, EA  
KELLY BEACH, EA  
LISA BELL, EA  
JACQUELINE CARTIER, EA  
ANTHONY J. SELLARI, EA  
KENNETH SOKOLSKY, EA



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Martin  
Sellari  
LLC  
Est. in 1932

**Certified Public Accountants and Consultants**  
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\*\*REGULATED BY THE STATE OF FL AND  
THE STATE OF TN  
\*\*\*REGULATED BY THE STATE OF FL  
AND THE STATE OF NY  
\*\*\*\*REGULATED BY THE STATE OF WI  
AND THE STATE OF NJ  
\*\*\*\*\*REGULATED BY THE STATE OF NJ  
\*\*\*\*\*REGULATED BY THE STATE OF NY  
\*\*\*\*\*REGULATED BY THE STATE OF FL  
AND THE STATE OF NC

## INDEPENDENT AUDITOR'S REPORT

To the Member of  
Snooze International, LLC  
Pueblo West, CO

### Opinion

We have audited the accompanying financial statements of Snooze International, LLC (a Colorado Limited Liability Company), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income, changes in member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Snooze International, LLC as of December 31, 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 audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Snooze International, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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 the financial statements that is free from 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 Snooze International, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Snooze International, 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 Snooze International, LLC's ability to continue as a going concern for a reasonable period of time.

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

*Divine, Blalock, Martin & Sellari, LLC*

West Palm Beach, FL  
April 26, 2024

**SNOOZE INTERNATIONAL, LLC**  
**BALANCE SHEETS**  
**AS OF DECEMBER 31, 2023 AND 2022**

	<b>ASSETS</b>	
	<b>2023</b>	<b>2022</b>
<b>Current Assets</b>		
Cash and cash equivalents	\$ 440,322	\$ 155,947
Accounts receivable	77,619	44,372
Prepaid expenses	107,360	63,074
Due from related parties	122,261	1,529
<b>Total Current Assets</b>	747,562	264,922
<b>Non Current Assets</b>		
Due from member	907,451	-
<b>Total Assets</b>	\$ 1,655,013	\$ 264,922
<b>LIABILITIES AND MEMBER'S DEFICIT</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 87,180	\$ 9,088
Due to related parties	60,216	128,163
<b>Total Current Liabilities</b>	147,396	137,251
<b>Long-Term Liabilities</b>		
Deferred revenue - non current portion	487,440	321,300
Line of credit	1,675,000	-
<b>Total Liabilities</b>	2,309,836	458,551
<b>Member's Equity</b>		
Member's deficit	(654,823)	(193,629)
<b>Total Liabilities and Member's Deficit</b>	\$ 1,655,013	\$ 264,922

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

**SNOOZE INTERNATIONAL, LLC**  
**STATEMENTS OF INCOME**  
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

	<b>2023</b>	<b>2022</b>
<b>Revenue</b>		
Franchise license fees	\$ 317,660	\$ 272,200
Royalty fees	87,289	58,681
Technology fee	5,000	-
National advertising fund fee	22,499	-
Rebate income	22,620	-
Franchise store set up income	500,170	626
	<b>955,238</b>	<b>331,507</b>
<b>Total Revenues</b>		
<b>Cost of Goods Sold</b>		
Franchise store set up costs	506,769	281
	<b>448,469</b>	<b>331,226</b>
<b>Gross Profit</b>		
<b>Operating Expenses</b>		
General and administrative costs	137,909	115,529
Marketing and advertising	266,799	59,771
Payroll expenses	249,577	345,228
Professional & consulting fees	168,450	48,650
	<b>822,735</b>	<b>569,178</b>
<b>Total Operating Expenses</b>		
<b>Loss from Operations</b>	(374,266)	(237,952)
<b>Other Income (Expenses):</b>		
Interest expense	(74,769)	-
Other Income	64,172	3,291
	<b>(10,597)</b>	<b>3,291</b>
Total other income (expense)		
	(10,597)	3,291
<b>Net Loss</b>	<b>\$ (384,863)</b>	<b>\$ (234,661)</b>

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

**SNOOZE INTERNATIONAL, LLC**  
**STATEMENTS OF CHANGES IN MEMBER'S (DEFICIT)/EQUITY**  
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

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	<b>2023</b>	<b>2022</b>
<b>Balance at January 1</b>	\$ (193,629)	\$ 56,102
Member contribution	169,918	-
Member distribution	(246,249)	(15,070)
Net loss	(384,863)	(234,661)
<b>Balance at December 31</b>	\$ (654,823)	\$ (193,629)

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

**SNOOZE INTERNATIONAL, LLC**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

	<b>2023</b>	<b>2022</b>
<b>Cash Flows From Operating Activities:</b>		
Net loss	\$ (384,863)	\$ (234,661)
<i>Adjustments to reconcile net loss to net cash used in operating activities:</i>		
(Increase) decrease in operating assets:		
Accounts receivable	(33,247)	(6,860)
Prepaid expenses	(44,286)	(9,107)
Due from related parties	(120,732)	(1,674)
Increase (decrease) in operating liabilities:		
Accounts payable	78,092	125,870
Due to related parties	(67,947)	3,279
Deferred revenue	166,140	157,800
<b>Net Cash (Used In) Provided by Operating Activities</b>	<b>(406,843)</b>	<b>34,647</b>
<b>Cash Flows From Financing Activities:</b>		
Member contributions/(distribution) (net)	(76,331)	(15,070)
Loan to shareholder	(907,451)	-
Line of credit, net	1,675,000	-
<b>Net Cash Provided (Used In) by Financing Activities</b>	<b>691,218</b>	<b>(15,070)</b>
Net increase in cash and cash equivalents	284,375	19,577
<b>Cash and Cash Equivalents at Beginning of Year</b>	<b>155,947</b>	<b>136,370</b>
<b>Cash and Cash Equivalents at End of Year</b>	<b>\$ 440,322</b>	<b>\$ 155,947</b>

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

**SNOOZE INTERNATIONAL, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

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**NOTE 1 – BUSINESS ACTIVITY**

Snooze International, LLC was formed in the state of Colorado on March 4, 2021; the Company is in the business of offering franchises for the operation of a mattress store. Unless otherwise indicated, the terms “we,” “us,” “our,” and “Company” refer to Snooze International, LLC. The Company is in its initial start-up phase and is currently in the process of acquiring franchisees to operate in various states.

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

**Basis of Accounting**

The Company’s policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when received, and expenses are recognized when the obligation is incurred rather than when cash is disbursed.

**Cash and Cash Equivalents**

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

**Accounts Receivable and Bad Debts**

Customer accounts receivable are stated at the amount management expects to collect on balances. The Company uses the direct write-off method for bad debts; management closely monitors outstanding balances and writes off, as of year-end, any balances that are considered to be uncollectible. Accordingly, no allowance for doubtful accounts is required. Bad debts amounted to \$0 for the years December 31, 2023 and 2022.

**Property and Equipment**

Property and equipment are stated at cost. Depreciation and amortization are generally provided using the straight-line method over the estimated useful lives of the related assets which ranges between 5 to 40 years.

**Long-Lived Assets**

The Company reviews long-lived assets to be held and used by an entity for impairment whenever changes in circumstances indicate that the carrying amount of an asset may not be recoverable. As there are no owned assets for the Year ended December 31, 2023, no impairment of the carrying values of its long-lived assets existed at December 31, 2023. There can be no assurance, however, that demands for the Company’s products or market conditions will not change which could result in impairment losses in the future.

**Compensated Absences**

Employees compensated absences are not accrued as of December 31, 2023 and 2022, because no reasonable estimate of the amount can be made.

**SNOOZE INTERNATIONAL, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued**

**Advertising Costs**

Advertising costs are expensed when incurred. Advertising expense amounted to \$266,799 and \$59,771 for the period ended December 31, 2023 and 2022.

**Concentrations of Credit Risk**

The Company maintains cash in bank and deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

**Income Taxes**

Certain transactions of the Company may be subject to accounting methods for income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income of the Company reported for federal and state income tax purposes may differ from net income in these financial statements.

As a limited liability company, income or loss of the Company is allocated to the members. No provision for federal or state income taxes is necessary because any income or loss is includable in the tax returns of the individual members. Local income taxes, if any, are paid by the Company. The Company was not subject to any local income taxes for the period ended December 31, 2023.

The Company's tax returns are subject to possible examination by the taxing authorities. For federal income tax purposes, the tax returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

The Company accounts for uncertain tax positions in accordance with ASC 740-10, *Accounting for Uncertainty in Income Taxes*. ASC 740-10 prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC 740-10 also provides guidance on de-recognition, classification, interest and penalties, and disclosure and transition accounting. The Company has concluded that no liability for uncertain tax positions is required at December 31, 2023.

**Reclassifications**

Certain prior year amounts have been reclassified to conform to current year's presentation. The reclassifications had no effect on previously reported results of operations.

**Use of Estimates in the Preparation of Financial Statements**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by the Company's management include, but are not limited to, allowances for doubtful accounts and contracts receivable, the allowance for losses on contracts in process and the percentage of completion on uncompleted contracts. Actual results could materially differ from those estimates.

**SNOOZE INTERNATIONAL, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued**

**Revenue Recognition**

The Company's revenue recognition policies are in compliance with accounting standards ASC Topic 606, *Revenue from Contracts with Customers*. The new guidance includes the following five-step revenue recognition model:

- Identify the contract with the customer
- Identify the performance obligation in the contract
- Determine the transaction price
- Allocate the transaction price to performance obligations
- Recognize revenue when (or as) each performance obligation is satisfied

In 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU), *Franchisors-Revenue from Contracts with Customers (Subtopic 952-606) Practical Expedient*. This new practical expedient will allow franchisors that are not public business entities to account for pre-opening services provided to a franchise as a single performance obligation if the services are in line with the services listed within the guidance, and they meet certain other conditions.

The Company recognizes franchise royalties and system advertising on a monthly basis, which are generally based upon a percentage of sales made by the Company's franchises, when they are earned and deemed collectible.

The following services are provided by the Company prior to the opening of a franchised location:

- Pre-opening services which include assistance with site selection, a list of required items & approved suppliers and review/approval of proposed premises layout.
- Copy of proprietary operations manual (and other materials).
- Comprehensive five-day training program at our corporate headquarters and up to three days of assistance and guidance pre-opening or grand opening on site.

**Fair Value of Financial Assets and Liabilities**

We measure and disclose certain financial assets and liabilities at fair value. ASC Topic 820, Fair Value Measurements and Disclosures, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

**SNOOZE INTERNATIONAL, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued**

***Fair Value of Financial Assets and Liabilities, continued***

We utilize the active market approach to measure fair value for our financial assets and liabilities. We report separately each class of assets and liabilities measured at fair value on a recurring basis and include assets and liabilities that are disclosed but not recorded at fair value in the fair value hierarchy.

***Recently Issued and Adopted Accounting Pronouncements***

The Company's management has evaluated recently issued accounting pronouncements through the date of this report and concluded that they will not have a material effect on the financial statements as of December 31, 2023.

In February 2016, the FASB issued a new accounting standard on leases. The new standard, among other changes, will require lessees to recognize a right-of-use asset and a lease liability on the balance sheet for all leases. The lease liability will be measured at the present value of the lease payments over the lease term. The right-of-use asset will be measured at the lease liability amount, adjusted for lease prepayments, lease incentives received and the lessee's initial direct costs (e.g., commissions). The new standard is effective for annual reporting periods beginning after December 15, 2021, including interim reporting periods within those annual reporting periods. The adoption will require a modified retrospective approach for leases that exist or are entered into after the beginning of the earliest period presented. Effective January 1, 2022, the Company adopted the new lease standard. At December 31, 2023 the Company had no lease agreements in place; however; the Company share common space with a related party and reimbursed them for the space occupied.

**NOTE 3 – PREPAID EXPENSES**

Prepaid expenses represent expenses paid to assist franchisee's in getting their business open. This includes commissions, advertising fees, and misc. costs. These costs are recognized when Franchisees open their doors. For the period ended December 31, 2023 and 2022, the amount deferred was \$107,360 and \$63,074, respectively.

**NOTE 4 – DEFERRED REVENUE**

Deferred revenue represents initial franchise fee sales for which all the services to be provided by the Company have not yet been performed. For the period ended December 31, 2023 and 2022, the amount deferred was \$487,440 and \$321,300, respectively.

**NOTE 5 –LINE OF CREDIT**

On February 3, 2023 the company signed a secured convertible line of credit promissory note for \$2,500,000. The terms of the note require interest rate at 1% above the CME 1-mo SOFR index and a balloon payment of principal and any outstanding interest due by January 31, 2025. The line of credit may be renewed or converted upon written notification by the borrower. Lender shall have the option to convert the principal amount of debt outstanding into equity in exchange for a 5% ownership interest in Snooze International LLC at any time during the term of the agreement. At December 31, 2023, the outstanding principal sum was \$1,675,000.

**SNOOZE INTERNATIONAL, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

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**NOTE 6 – RELATED PARTY TRANSACTIONS**

As of December 31, 2023 and 2022 the Company had related party receivable of \$122,261 and \$1,529, respectively. The Company also had related party payable of \$60,216 and \$128,163 for the years ended December 31, 2023 and 2022, respectively. The related parties are entities owned by one of the Company's members. The amounts are non-interest bearing and have no formal terms.

**Due from Member**

As of December 31, 2023 the Company had a long-term note receivable due from its member. The original note was for \$1,000,000 with interest computed at 1.5% above the CME 1-mo SOFR index and a balloon payment of principal and interest due by January 31, 2025. At December 31, 2023, the outstanding note receivable was \$907,451, which included accrued interest of \$57,451.

**NOTE 7 – COMMITMENTS AND CONTINGENCIES**

The company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the company.

**NOTE 8 – SUBSEQUENT EVENTS**

The Company has evaluated subsequent events through April 26, 2024, the date which the financial statements were available to be issued and nothing has occurred that would require disclosure.

**SNOOZE INTERNATIONAL, LLC**

**Financial Statements**

**For the Years Ended December 31, 2022 and 2021**

*with*

**Independent Auditor's Report Thereon**

**SNOOZE INTERNATIONAL, LLC**  
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MEMBERS

AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

WILBUR F. DIVINE, III, CPA (1896-1964)  
WILBUR F. DIVINE, IV, CPA (1925-1989)  
JAMES A. BLALOCK, CPA (1914-1996)  
G. MICHAEL MARTIN, CPA (1945-2014)

\*REGULATED BY THE STATE OF FL  
\*\*REGULATED BY THE STATE OF FL AND  
THE STATE OF TN  
\*\*\*REGULATED BY THE STATE OF FL  
AND THE STATE OF NY  
\*\*\*\*REGULATED BY THE STATE OF WI  
\*\*\*\*\*REGULATED BY THE STATE OF FL  
AND THE STATE OF NJ  
\*\*\*\*\*REGULATED BY THE STATE OF NJ  
\*\*\*\*\*REGULATED BY THE STATE OF NY  
\*\*\*\*\*REGULATED BY THE STATE OF FL  
AND THE STATE OF NC

## INDEPENDENT AUDITOR'S REPORT

To the Member of  
Snooze International, LLC  
Pueblo West, CO

### Opinion

We have audited the accompanying financial statements of Snooze International, LLC (a Colorado Limited Liability Company), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of income, changes in member's equity, and cash flows for the years ending December 31, 2022 and 2021, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Snooze International, LLC as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

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

### Responsibilities of Management for the Financial Statements

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

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 Snooze International, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Snooze International, 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 Snooze International, LLC's ability to continue as a going concern for a reasonable period of time.

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

***Divine, Blalock, Martin & Sellari, LLC***

**DIVINE, BLALOCK, MARTIN & SELLARI, LLC**

**West Palm Beach, Florida**

**April 24, 2023**

**SNOOZE INTERNATIONAL, LLC**  
**BALANCE SHEETS**  
**AS OF DECEMBER 31, 2022 AND 2021**

ASSETS	<u>2022</u>	<u>2021</u>
<b>Current Assets</b>		
Cash and cash equivalents	\$ 155,947	\$ 136,370
Employee retention credit receivable	44,372	37,512
Prepaid expenses	63,074	53,967
Due from related parties	<u>1,529</u>	<u>7,107</u>
<b>Total Current Assets</b>	<u>264,922</u>	<u>234,956</u>
<b>Total Assets</b>	<u><u>\$ 264,922</u></u>	<u><u>\$ 234,956</u></u>
<b>LIABILITIES AND MEMBER'S EQUITY</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 9,088	\$ 197
Deferred revenue	321,300	163,500
Due to related parties	<u>128,163</u>	<u>15,157</u>
<b>Total Current Liabilities</b>	<u>458,551</u>	178,854
<b>Total Liabilities</b>	<u>458,551</u>	<u>178,854</u>
<b>Member's Equity</b>		
Member's equity	<u>(193,629)</u>	<u>56,102</u>
<b>Total Member's Equity</b>	<u>(193,629)</u>	<u>56,102</u>
<b>Total Liabilities and Member's Equity</b>	<u><u>\$ 264,922</u></u>	<u><u>\$ 234,956</u></u>

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

**SNOOZE INTERNATIONAL, LLC**  
**STATEMENTS OF INCOME**  
**FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

	<b>2022</b>	<b>2021</b>
<b>Revenue</b>		
Franchise license fees	\$ 272,200	\$ 81,500
Royalty fees	58,681	-
Franchise Store Set up Income	626	56,832
<b>Total Revenues</b>	<b>331,507</b>	<b>138,332</b>
<b>Operating Expenses</b>		
Bank fees	147	191
Contributions	2,169	-
Franchise set up costs	281	55,399
Insurance	847	-
License and permits	1,367	350
Marketing and advertising	59,771	32,488
Meals and entertainment	6,194	4,085
Office expenses	4,554	1,179
Payroll expenses	345,228	59,826
Payroll taxes	-	7,994
Postage and printing	2,922	471
Professional & consulting fees	48,650	9,275
Rent	24,000	-
Repairs and maintenance	528	1,337
Software	26,941	-
Travel	37,063	8,756
Utilities	6,787	-
Website	2,010	-
<b>Total Operating Expenses</b>	<b>569,459</b>	<b>181,351</b>
<b>Loss from Operations</b>	<b>(237,952)</b>	<b>(43,019)</b>
<b>Other Income (Expenses):</b>		
Interest expense	-	(13)
Other Income	3,291	-
Total other income (expense)	<b>3,291</b>	<b>(13)</b>
<b>Net Loss</b>	<b>\$ (234,661)</b>	<b>\$ (43,032)</b>

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

**SNOOZE INTERNATIONAL, LLC**  
**STATEMENTS OF CHANGES IN MEMBER'S EQUITY**  
**FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

---

	<b>2022</b>	<b>2021</b>
<b>Balance at January 1</b>	\$ 56,102	\$ -
Member contribution	-	100,000
Member distribution	(15,070)	(866)
Net (loss)	(234,661)	(43,032)
<b>Balance at December 31</b>	<b>\$ (193,629)</b>	<b>\$ 56,102</b>

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

**SNOOZE INTERNATIONAL, LLC**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

	<b>2022</b>	<b>2021</b>
<b>Cash Flows From Operating Activities:</b>		
Net loss	\$ (234,661)	\$ (43,032)
<i>Adjustments to reconcile net loss to net cash used in operating activities:</i>		
(Increase) decrease in operating assets:		
Employee retention credit receivable	(6,860)	(37,512)
Prepaid expenses	(9,107)	(53,967)
Due from related parties	(1,674)	(7,107)
 Increase (decrease) in operating liabilities:		
Accounts payable	125,870	197
Due to related parties	3,279	15,157
Deferred revenue	157,800	163,500
 <b>Net Cash Provided by Operating Activities</b>	<b>34,647</b>	<b>37,236</b>
 <b>Cash Flows From Financing Activities:</b>		
Member contributions (net)	(15,070)	99,134
Loan from shareholder	-	-
 <b>Net Cash Provided by Financing Activities</b>	<b>(15,070)</b>	<b>99,134</b>
 Net increase in cash and cash equivalents	19,577	136,370
 <b>Cash and Cash Equivalents at Beginning of Period</b>	<b>136,370</b>	<b>-</b>
 <b>Cash and Cash Equivalents at End of Period</b>	<b>\$ 155,947</b>	<b>\$ 136,370</b>

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

**SNOOZE INTERNATIONAL, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

---

**NOTE 1 – BUSINESS ACTIVITY**

Snooze International, LLC was formed in the state of Colorado on March 4, 2021; the Company is in the business of offering franchises for the operation of a mattress store. Unless otherwise indicated, the terms “we,” “us,” “our,” and “Company” refer to Snooze International, LLC. The Company is in its initial start-up phase and is currently in the process of acquiring franchisees to operate in various states.

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

**Basis of Accounting**

The Company’s policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when received, and expenses are recognized when the obligation is incurred rather than when cash is disbursed.

**Cash and Cash Equivalents**

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

**Accounts Receivable and Bad Debts**

Customer accounts receivable are stated at the amount management expects to collect on balances. The Company uses the direct write-off method for bad debts; management closely monitors outstanding balances and writes off, as of year-end, any balances that are considered to be uncollectible. Accordingly, no allowance for doubtful accounts is required. Bad debts amounted to \$0 for the years December 31, 2022 and 2021.

**Property and Equipment**

Property and equipment are stated at cost. Depreciation and amortization are generally provided using the straight-line method over the estimated useful lives of the related assets which ranges between 3 to 10 years.

**Long-Lived Assets**

The Company reviews long-lived assets to be held and used by an entity for impairment whenever changes in circumstances indicate that the carrying amount of an asset may not be recoverable. As there are no owned assets for the Year ended December 31, 2022, no impairment of the carrying values of its long-lived assets existed at December 31, 2022. There can be no assurance, however, that demands for the Company’s products or market conditions will not change which could result in impairment losses in the future.

**Compensated Absences**

Employees compensated absences are not accrued as of December 31, 2022 and 2021, because no reasonable estimate of the amount can be made.

**Advertising Costs**

Advertising costs are expensed when incurred. Advertising expense amounted to \$59,771 and \$32,488 for the period ended December 31, 2022 and 2021.

**SNOOZE INTERNATIONAL, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued**

**Concentrations of Credit Risk**

The Company maintains cash in bank and deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

**Income Taxes**

Certain transactions of the Company may be subject to accounting methods for income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income of the Company reported for federal and state income tax purposes may differ from net income in these financial statements.

As a limited liability company, income or loss of the Company is allocated to the members. No provision for federal or state income taxes is necessary because any income or loss is includable in the tax returns of the individual members. Local income taxes, if any, are paid by the Company. The Company was not subject to any local income taxes for the period ended December 31, 2021.

The Company's tax returns are subject to possible examination by the taxing authorities. For federal income tax purposes, the tax returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

The Company accounts for uncertain tax positions in accordance with ASC 740-10, *Accounting for Uncertainty in Income Taxes*. ASC 740-10 prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC 740-10 also provides guidance on de-recognition, classification, interest and penalties, and disclosure and transition accounting. The Company has concluded that no liability for uncertain tax positions is required at December 31, 2022.

**Use of Estimates in the Preparation of Financial Statements**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by the Company's management include, but are not limited to, allowances for doubtful accounts and contracts receivable, the allowance for losses on contracts in process and the percentage of completion on uncompleted contracts. Actual results could materially differ from those estimates.

**SNOOZE INTERNATIONAL, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

---

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued**

**Revenue Recognition**

The Company's revenue recognition policies are in compliance with accounting standards ASC Topic 606, *Revenue from Contracts with Customers*. The new guidance includes the following five-step revenue recognition model:

- Identify the contract with the customer
- Identify the performance obligation in the contract
- Determine the transaction price
- Allocate the transaction price to performance obligations
- Recognize revenue when (or as) each performance obligation is satisfied

In 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU), *Franchisors-Revenue from Contracts with Customers (Subtopic 952-606) Practical Expedient*. This new practical expedient will allow franchisors that are not public business entities to account for pre-opening services provided to a franchise as a single performance obligation if the services are in line with the services listed within the guidance, and they meet certain other conditions.

The Company recognizes franchise royalties and system advertising on a monthly basis, which are generally based upon a percentage of sales made by the Company's franchises, when they are earned and deemed collectible.

The following services are provided by the Company prior to the opening of a franchised location:

- Pre-opening services which include assistance with site selection, a list of required items & approved suppliers and review/approval of proposed premises layout.
- Copy of proprietary operations manual (and other materials).
- Comprehensive five-day training program at our corporate headquarters and up to three days of assistance and guidance pre-opening or grand opening on site.

**Fair Value of Financial Assets and Liabilities**

We measure and disclose certain financial assets and liabilities at fair value. ASC Topic 820, Fair Value Measurements and Disclosures, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

We utilize the active market approach to measure fair value for our financial assets and liabilities. We report separately each class of assets and liabilities measured at fair value on a recurring basis and include assets and liabilities that are disclosed but not recorded at fair value in the fair value hierarchy.

**SNOOZE INTERNATIONAL, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued**

**Recently Issued and Adopted Accounting Pronouncements**

The Company's management has evaluated recently issued accounting pronouncements through the date of this report and concluded that they will not have a material effect on the financial statements as of December 31, 2022.

In February 2016, the FASB issued a new accounting standard on leases. The new standard, among other changes, will require lessees to recognize a right-of-use asset and a lease liability on the balance sheet for all leases. The lease liability will be measured at the present value of the lease payments over the lease term. The right-of-use asset will be measured at the lease liability amount, adjusted for lease prepayments, lease incentives received and the lessee's initial direct costs (e.g., commissions). The new standard is effective for annual reporting periods beginning after December 15, 2021, including interim reporting periods within those annual reporting periods. The adoption will require a modified retrospective approach for leases that exist or are entered into after the beginning of the earliest period presented. Effective January 1, 2022, the Company adopted the new lease standard. At December 31, 2022 the Company had no lease agreements in place.

**Reclassifications**

Certain prior year amounts have been reclassified to conform to current year's presentation. The reclassifications had no effect on previously reported results of operations.

**NOTE 3 – PREPAID EXPENSES**

Prepaid expenses represents expenses paid to assist franchisee's in getting their business open. This includes commissions, advertising fees, and misc. costs. These costs are recognized when Franchisees open their doors. For the period ended December 31, 2022 and 2021, the amount deferred was \$63,074 and \$53,967, respectively.

**NOTE 4 – DEFERRED REVENUE**

Deferred revenue represents initial franchise fee sales for which all the services to be provided by the Company have not yet been performed. For the period ended December 31, 2022 and 2021, the amount deferred was \$321,300 and \$163,500, respectively.

**NOTE 5 – EMPLOYEE RETENTION CREDIT**

Under the provisions of the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") signed into law on March 27, 2020 and the subsequent extension of the CARES Act, the Company was eligible for a refundable employee retention credit subject to certain criteria. During the year ended December 31, 2022 and 2021, the Company recognized a \$44,372 and \$37,512, respectively, employee retention credit as a reduction to payroll expenses and an employee retention credit receivable on the balance sheet.

**SNOOZE INTERNATIONAL, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

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**NOTE 6 – RELATED PARTY TRANSACTIONS**

As of December 31, 2021 the Company had an amount due from a related party of \$7,107 and amounts due to a related party of \$15,157. Both related parties are entities owned by one of the Company's members. The amounts are non-interest bearing and have no formal terms.

As of December 31, 2022 the Company had an amount due from related parties of \$1,529 and amounts due to a related party of \$128,163. The related parties are entities owned by one of the Company's members. The amounts are non-interest bearing and have no formal terms.

**NOTE 7 – COMMITMENTS AND CONTINGENCIES**

The company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the company.

**NOTE 8 – SUBSEQUENT EVENTS**

The Company has evaluated subsequent events through April 24, 2023, the date which the financial statements were available to be issued and nothing has occurred that would require disclosure.

**SNOOZE INTERNATIONAL, LLC**

**Financial Statements**  
**For the Period Ended December 31, 2021**  
*with*  
**Independent Auditor's Report Thereon**

**SNOOZE INTERNATIONAL, LLC**  
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Statement of Cash Flows.....6

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BARBARA AHEARN-DUNN, EA  
KELLY BEACH, EA  
JACQUELINE CARTIER, EA  
ANTHONY J. SELLARI, EA



MEMBERS  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS  
FLORIDA INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

WILBUR F. DIVINE, III, CPA (1896-1964)  
WILBUR F. DIVINE, IV, CPA (1925-1989)  
JAMES A. BLALOCK, CPA (1914-1996)  
G. MICHAEL MARTIN, CPA (1945-2014)

\*REGULATED BY THE STATE OF FL  
\*\*REGULATED BY THE STATE OF FL AND  
THE STATE OF TN  
\*\*\*REGULATED BY THE STATE OF FL  
AND THE STATE OF NY  
\*\*\*\*REGULATED BY THE STATE OF WI  
\*\*\*\*\*REGULATED BY THE STATE OF FL  
AND THE STATE OF NJ  
\*\*\*\*\*REGULATED BY THE STATE OF NJ  
\*\*\*\*\*REGULATED BY THE STATE OF NY  
\*\*\*\*\*REGULATED BY THE STATE OF FL  
AND THE STATE OF NC

## INDEPENDENT AUDITOR'S REPORT

To the Member of  
Snooze International, LLC  
Pueblo West, CO

### Opinion

We have audited the accompanying financial statements of Snooze International, LLC (a Colorado Limited Liability Company), which comprise the balance sheet as of December 31, 2021, and the related statements of income, member's equity, and cash flows for the period from inception (March 4, 2021) to December 31, 2021, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Snooze International, LLC as of December 31, 2021, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

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

### Responsibilities of Management for the Financial Statements

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

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 Snooze International, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Snooze International, 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 Snooze International, LLC's ability to continue as a going concern for a reasonable period of time.

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

***Divine, Blalock, Martin & Sellari, LLC***

**DIVINE, BLALOCK, MARTIN & SELLARI, LLC**  
**West Palm Beach, Florida**  
**April 4, 2022**

**SNOOZE INTERNATIONAL, LLC**  
**BALANCE SHEET**  
**AS OF DECEMBER 31, 2021**

---

**ASSETS**

**Current Assets**

Cash and cash equivalents	\$ 136,370
Employee retention credit receivable	37,512
Prepaid expenses	53,967
Due from Wake Up, LLC	<u>7,107</u>

**Total Current Assets** 234,956

**Total Assets** \$ 234,956

**LIABILITIES AND MEMBER'S EQUITY**

**Current Liabilities**

Accounts payable	\$ 197
Deferred revenue	163,500
Due to Daydream, LLC	<u>15,157</u>

**Total Current Liabilities** 178,854

**Total Liabilities** 178,854

**Member's Equity**

Member's equity	<u>56,102</u>
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**Total Member's Equity** 56,102

**Total Liabilities and Member's Equity** \$ 234,956

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

**SNOOZE INTERNATIONAL, LLC**  
**STATEMENT OF INCOME**  
**FOR THE PERIOD ENDED DECEMBER 31, 2021**

---

**Revenue**

Franchise license fees	\$ 81,500
Franchise Store Set up Income	<u>56,832</u>

**Total Revenues**

138,332

**Operating Expenses**

Bank fees	191
Franchise set up costs	55,399
License and permits	350
Marketing and advertising	32,488
Meals and entertainment	4,085
Office expenses	1,179
Payroll expenses	59,826
Payroll taxes	7,994
Postage and printing	471
Professional & consulting fees	9,275
Repairs and maintenance	1,337
Travel	<u>8,756</u>

**Total Operating Expenses**

181,351

**Loss from Operations**

(43,019)

**Other Expenses:**

Interest expense	<u>13</u>
------------------	-----------

**Net Loss**

\$ (43,032)

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

**SNOOZE INTERNATIONAL, LLC**  
**STATEMENT OF CHANGES IN MEMBER'S EQUITY**  
**FOR THE PERIOD ENDED DECEMBER 31, 2021**

---

<b>Beginning Balance</b>	\$ -
Member contribution	100,000
Member distribution	(866)
Net (loss)	<u>(43,032)</u>
<b>Balance at December 31, 2021</b>	<u><u>\$ 56,102</u></u>

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

**SNOOZE INTERNATIONAL, LLC**  
**STATEMENT OF CASH FLOWS**  
**FOR THE PERIOD ENDED DECEMBER 31, 2021**

---

<b>Cash Flows From Operating Activities:</b>	
Net loss	\$ (43,032)
<i>Adjustments to reconcile net loss to net cash used in operating activities:</i>	
(Increase) decrease in operating assets:	
Employee retention credit receivable	(37,512)
Prepaid expenses	(53,967)
Due from Wake Up, LLC	(7,107)
Increase (decrease) in operating liabilities:	
Accounts payable	197
Due to Daydream, LLC	15,157
Deferred revenue	<u>163,500</u>
<b>Net Cash Provided by Operating Activities</b>	<u>37,236</u>
<b>Cash Flows From Financing Activities:</b>	
Member contributions (net)	99,134
<b>Net Cash Provided by Financing Activities</b>	<u>99,134</u>
Net increase in cash and cash equivalents	136,370
<b>Cash and Cash Equivalents at Beginning of Period</b>	<u>-</u>
<b>Cash and Cash Equivalents at End of Period</b>	<u><u>\$ 136,370</u></u>

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

**SNOOZE INTERNATIONAL, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE PERIOD ENDED DECEMBER 31, 2021**

---

**NOTE 1 – BUSINESS ACTIVITY**

Snooze International, LLC was formed in the state of Colorado on March 4, 2021; the Company is in the business of offering franchises for the operation of a mattress store. Unless otherwise indicated, the terms “we,” “us,” “our,” and “Company” refer to Snooze International, LLC. The Company is in its initial start-up phase and is currently in the process of acquiring franchisees to operate in various states.

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

**Basis of Accounting**

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**Cash and Cash Equivalents**

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

**Accounts Receivable and Bad Debts**

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**Property and Equipment**

Property and equipment are stated at cost. Depreciation and amortization are generally provided using the straight-line method over the estimated useful lives of the related assets which ranges between 3 to 10 years.

**Compensated Absences**

Employees compensated absences are not accrued as of December 31, 2021, because no reasonable estimate of the amount can be made.

**Advertising Costs**

Advertising costs are expensed when incurred. Advertising expense amounted to \$32,488 for the period ended December 31, 2021.

**Concentrations of Credit Risk**

The Company maintains cash in bank and deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

**SNOOZE INTERNATIONAL, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE PERIOD ENDED DECEMBER 31, 2021**

---

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued**

**Income Taxes**

Certain transactions of the Company may be subject to accounting methods for income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income of the Company reported for federal and state income tax purposes may differ from net income in these financial statements.

As a limited liability company, income or loss of the Company is allocated to the members. No provision for federal or state income taxes is necessary because any income or loss is includable in the tax returns of the individual members. Local income taxes, if any, are paid by the Company. The Company was not subject to any local income taxes for the period ended December 31, 2021.

The Company's tax returns are subject to possible examination by the taxing authorities. For federal income tax purposes, the tax returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

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The Company's revenue recognition policies are in compliance with accounting standards ASC Topic 606, *Revenue from Contracts with Customers*. The new guidance includes the following five-step revenue recognition model:

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- Copy of proprietary operations manual (and other materials).
- Comprehensive five-day training program at our corporate headquarters and up to three days of assistance and guidance pre-opening or grand opening on site.

**SNOOZE INTERNATIONAL, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE PERIOD ENDED DECEMBER 31, 2021**

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued**

**Use of Estimates in the Preparation of Financial Statements**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by the Company’s management include, but are not limited to, allowances for doubtful accounts and contracts receivable, the allowance for losses on contracts in process and the percentage of completion on uncompleted contracts. Actual results could materially differ from those estimates.

**Fair Value of Financial Assets and Liabilities**

We measure and disclose certain financial assets and liabilities at fair value. ASC Topic 820, Fair Value Measurements and Disclosures, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

We utilize the active market approach to measure fair value for our financial assets and liabilities. We report separately each class of assets and liabilities measured at fair value on a recurring basis and include assets and liabilities that are disclosed but not recorded at fair value in the fair value hierarchy.

**Recently Issued Accounting Pronouncements Not Yet Adopted**

The Company’s management has evaluated recently issued accounting pronouncements through the date of this report and concluded that they will not have a material effect on the financial statements as of December 31, 2021.

In February 2016, the FASB issued a new accounting standard on leases. The new standard, among other changes, will require lessees to recognize a right-of-use asset and a lease liability on the balance sheet for all leases. The lease liability will be measured at the present value of the lease payments over the lease term. The right-of-use asset will be measured at the lease liability amount, adjusted for lease prepayments, lease incentives received and the lessee’s initial direct costs (e.g., commissions). The new standard is effective for annual reporting periods beginning after December 15, 2021, including interim reporting periods within those annual reporting periods. The adoption will require a modified retrospective approach for leases that exist or are entered into after the beginning of the earliest period presented. The Company is currently evaluating the impact of this new accounting standard on its consolidated financial position and results of operations.

**SNOOZE INTERNATIONAL, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE PERIOD ENDED DECEMBER 31, 2021**

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**NOTE 3 – PREPAID EXPENSES**

Prepaid expenses represents expenses paid to assist franchisee's in getting their business open. This includes commissions, advertising fees, and misc. costs. These costs are recognized when Franchisees open their doors. For the period ended December 31, 2021, the amount deferred was \$53,967.

**NOTE 4 – DEFERRED REVENUE**

Deferred revenue represents initial franchise fee sales for which all the services to be provided by the Company have not yet been performed. For the period ended December 31, 2021, the amount deferred was \$163,500.

**NOTE 5 – EMPLOYEE RETENTION CREDIT**

Under the provisions of the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") signed into law on March 27, 2020 and the subsequent extension of the CARES Act, the Company was eligible for a refundable employee retention credit subject to certain criteria. During the year ended December 31, 2021, the Company recognized a \$37,512 employee retention credit as a reduction to payroll expenses and an employee retention credit receivable on the balance sheet.

**NOTE 6 – RELATED PARTY TRANSACTIONS**

As of December 31, 2021 the Company had an amount due from a related party of \$7,107 and amount due to a related party of \$15,157. Both related parties are entities owned by one of the Company's members. The amounts are non-interest bearing and have no formal terms.

**NOTE 7 – RISK AND UNCERTAINTIES**

In March 2020, the World Health Organization declared the novel strain of the coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. As of the date of these financial statements, the Company is unable to determine if COVID-19 disruption will materially impact Results of operations or financial position. The Company cannot reasonably estimate the overall length or severity of this pandemic, which if prolonged for a longer duration, could potentially have material impact to the Company's financial position or results of operations.

**NOTE 8 – SUBSEQUENT EVENTS**

The Company has evaluated subsequent events through April 4, 2022, the date which the financial statements were available to be issued and nothing has occurred that would require disclosure.

### **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:

<b>State</b>	<b>Effective Date</b>
California	Pending
Illinois	Pending
Indiana	Pending
Virginia	September 27, 2023
Minnesota	Pending
Washington	September 7, 2023
South Dakota	September 5, 2023
Maryland	November 17, 2023
Wisconsin	May 8, 2024
New York	Pending

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

# **EXHIBIT J**

## **Receipts**

**RETURN THIS SIGNED COPY TO THE FRANCHISOR**

**ACKNOWLEDGEMENT OF RECEIPT FOR FDD  
Franchise Disclosure Document [FDD]  
SNOOZE INTERNATIONAL, LLC**

This Disclosure Document summarizes provisions of the Franchise Agreement, and other information in plain language. Read this disclosure document and all agreements carefully.

If Snooze International, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to the Franchisor, or an affiliate in connection with the proposed franchise sale.

If Snooze International, 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20850, and the appropriate state agency as identified in Exhibit B of this Disclosure Document.

Franchisor authorizes the respective state agencies identified on Exhibit B to receive service for it in a particular state.

Snooze International, LLC's franchise sellers are: Matt Smith, Jennifer Smith, Eric Thompson, Isaiah Gonzales, Brad Taylor, Leah Pulsifer, and George Winn at 102 Oneida Street, Pueblo, CO 81003, (719) 467-6001.

Issuance Date: April 29, 2024

I received a Snooze<sup>®</sup> Mattress Co. Disclosure Document dated April 29, 2024, that included the following Exhibits:

- A Franchise Agreement with attached Schedules
- B List of State Agencies and Regulators
- C Franchise Disclosure Questionnaire
- D State Addenda
- E Operations Manual Table of Contents
- F Option Agreement
- G List of Franchisees
- H Franchisees Who Have Left the System
- I Financial Statements
- J Receipts

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Date

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Recipient/Franchise Applicant

**RETURN THIS SIGNED FORM TO THE FRANCHISOR** Mail to: Snooze International, LLC, 102 Oneida Street, Pueblo, CO 81003, or Email to: [Bradt@snoozesleep.com](mailto:Bradt@snoozesleep.com).

**APPLICANT COPY**

**ACKNOWLEDGEMENT OF RECEIPT FOR FDD  
Franchise Disclosure Document [FDD]  
SNOOZE INTERNATIONAL, LLC**

This Disclosure Document summarizes provisions of the Franchise Agreement, and other information in plain language. Read this disclosure document and all agreements carefully.

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Date

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Recipient/Franchise Applicant

**THIS SIGNED FORM REMAINS WITH THE FRANCHISE APPLICANT**