FRANCHISE DISCLOSURE DOCUMENT

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC
an Ohio limited liability company
401 North Front Street, Suite 300
Columbus, Ohio 43215
(614) 488-3224
franchise@jenis.com
jenis.com

We offer franchises for shops offering ice cream as well as other beverages, products, accessories, and merchandise under the Jeni's® name and marks. The total investment necessary to begin operation of a Jeni's Ice Creams Scoop Shop ranges from $696,000 to $1,265,750. This includes $56,149 to $61,149 that must be paid to us or our affiliates. The total investment necessary to acquire an area development territory ranges from $761,000 to $1,375,750 (for development rights for three to five Jeni's Ice Creams Scoop Shops plus the cost of developing your first Jeni's Ice Creams Scoop Shop). This includes $121,149 to $171,149 that must be paid to us or our affiliates.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Sean Bock at 401 North Front Street, Suite 300, Columbus, Ohio 43215, (602) 505-4325, sean.bock@jenis.com.

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

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

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

ISSUANCE DATE: August 18, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits C-1 and C-2.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Jeni's® business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Jeni's® franchisee?	Item 20 or Exhibits C-1 and C-2 lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement and area development agreement require you to resolve disputes with the franchisor by arbitration only in Ohio. Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate with the franchisor in Ohio than in your own state.

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

<u>THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY MICHIGAN FRANCHISE INVESTMENT LAW ONLY</u>

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment 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 or area development agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

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

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

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

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

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

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attn: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
Telephone Number: (517) 373-7117

Note: We believe that paragraph (f) is preempted by federal law and cannot preclude us from enforcing the arbitration provision in the franchise agreement and area development agreement. We will seek to enforce these sections as written.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

TABLE OF CONTENTS

EXHIBITS

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

The Franchisor

To simplify the language in this franchise disclosure document (this "Disclosure Document"), "franchisor," "we," "us," or "our" means Jeni's Splendid Ice Creams Franchise, LLC, the franchisor. "You" means the person or entity who buys the franchise from us. If you are a corporation, partnership, limited liability company, or other business entity, your owners will have to guarantee your obligations and be bound by the provisions of the Franchise Agreement (as defined below) and Area Development Agreement (as defined below), and other agreements as described in this Disclosure Document.

We are an Ohio limited liability company. We began offering franchises of the type described in this Disclosure Document in August 2025. We do business under our corporate name, as "Jeni's Splendid Ice Creams," and as "Jeni's." Our principal business address is 401 North Front Street, Suite 300, Columbus, Ohio 43215, and our phone number is (614) 488-3224. We do not own or operate any Jeni's Ice Creams Scoop Shops (as defined below), though our affiliates do. We do not offer franchises in any other line of business. We do not conduct any business activities other than described in this Disclosure Document. We do not have any predecessors.

A list of the names and addresses of our agents for service of process is attached to this Disclosure Document as Exhibit A.

Our Parent and Affiliates

Our parent is Jeni's Splendid Ice Creams, LLC ("Parent"). Parent owns the Jeni's® trademark and other trademarks, service marks, logos, and commercial symbols we periodically authorize (the "Marks") and licenses the Marks and other intellectual property rights to us for use by our franchisees. Parent is also the designated supplier to franchisees of the Proprietary Products (as defined in Item 8). Parent has owned and operated Jeni's Ice Creams Scoop Shops since 2002. Parent shares our principal business address. Except as described in this paragraph, we do not have any parents, predecessors, or other affiliates required to be disclosed in Item 1.

The Franchise We Offer

We offer and grant franchises for shops offering ice cream as well as other beverages, products, accessories, and merchandise (each, a "Jeni's Ice Creams Scoop Shop") to persons that meet our criteria and qualifications (including, that corporate employees do not qualify to acquire a franchise). Jeni's Ice Creams Scoop Shops operate using the Marks and the business formats, methods, procedures, designs, layouts, standards, and specifications we specify, each as we may modify from time to time (together, the "System"). We call the Jeni's Ice Creams Scoop Shop that you operate your "Shop." Your Shop will operate at a site selected by you and approved by us (the "Premises"). You must comply with all of the mandatory standards, specifications, operating procedures, and rules that we prescribe from time to time for operating a Jeni's Ice Creams Scoop Shop ("System Standards").

You must sign a franchise agreement with us to acquire the right to develop, own, and operate a Jeni's Ice Creams Scoop Shop (the "Franchise Agreement") Our current form of Franchise Agreement is attached to this Disclosure Document as Exhibit B-1.

We may also grant qualified persons the right to obtain certain territorial protections within a specified area (the "Development Area") if they agree to develop and open multiple Jeni's Ice Creams Scoop Shops according to an agreed upon schedule (the "Development Schedule"). Our current form of Area Development Agreement is attached to this Disclosure Document as Exhibit B-2. Currently, we only offer an Area Development Agreement for a Development Schedule of three to five Jeni's Ice Creams Scoop Shops. The Area Development Agreement does not grant the right to develop or open a Jeni's Ice Creams Scoop Shop at any specific location within the Development Area. To develop a Jeni's Ice Creams Scoop Shop within the Development Area, you must sign our then-current form of Franchise Agreement to develop and operate that Jeni's Ice Creams Scoop Shop. You must sign a Franchise Agreement for your first Jeni's Ice Creams Scoop Shop at the same time you execute the Area Development Agreement. For each subsequent Jeni's Ice Creams Scoop Shop, you will sign our then-current form of Franchise Agreement to develop and operate that Jeni's Ice Creams Scoop Shop when we approve the site for that Shop. We and you will agree on the Development Area and Development Schedule before you sign the Area Development Agreement.

Market Competition

Your Shop will offer products and services to the general public and compete with other ice cream and food service businesses. The market for ice cream and other dessert products is well-established and highly competitive. You can expect to compete in your market with locally owned businesses and national and regional chains, including shops and cafés that serve ice cream, other frozen desserts including frozen yogurt and shaved ice, other ice cream-based or sweet beverages including milkshakes and smoothies, and other businesses featuring dessert menu items including cookies, cakes, and similar dessert and sweet items. You will also compete with other Jeni's Ice Creams Scoop Shops operated by us and our affiliates and/or third-party licensees and franchisees. Your competition may also include grocery stores, convenience stores, and specialty ice cream or frozen yogurt shops, including grocery and retail stores that offer Jeni's® branded products and/or other products the same or similar to those offered at Jeni's Ice Creams Scoop Shops. You will compete on the basis of factors such as price, service, convenience, food quality and variety, presentation, location, and advertising. You will be competing both for customers and for real estate locations. Your business may also be affected by other factors, such as changes in consumer taste, economic conditions, population, and travel patterns. Jeni's Ice Creams Scoop Shops are typically seasonal with higher sales during warm weather.

Laws and Regulations

Certain aspects of food service businesses are heavily regulated by federal, state, and local laws, rules, and ordinances. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and various state and local departments of health and other agencies have laws and regulations concerning the preparation of food, display of nutrition facts, minimum wage, and health and safety conditions. State and local agencies routinely conduct inspections for compliance. You must also comply with laws applicable to businesses in your area generally, including compensation of employees, business licensure, zoning, real estate and occupational permitting, construction permitting, accessibility for persons with disabilities, sales and use tax, health and safety, and emergency orders related to public health or safety. There may be other laws applicable to your business.

Our Core Values

It is important you understand that we and our affiliates make business decisions guided by our deeply-held mission and values. Through these core values, we strive towards: (i) creating meaningful connections and fostering a community built on kindness, empathy, and respect, ensuring that every interaction—from team members to customers—is inclusive and positive; (ii) achieving social equity and actively supporting diverse and historically marginalized communities through ethical sourcing, direct trade partnerships, and purposeful community engagement, recognizing that fairness and inclusion are essential to thriving communities; and (iii) maintaining a positive and responsible environmental impact by sourcing ingredients sustainably, championing practices that support ecological health, and consistently working toward reducing our environmental footprint. Additionally, we emphasize partnership over transactions by celebrating and collaborating closely with our growers, makers, and producers as valued members of our extended community (our "Fellowship Model").

We integrate these core values into our business practices, community initiatives, marketing strategies, and brand storytelling. Our dedication to social responsibility, environmental stewardship, and our Fellowship Model, which may evolve over time, resonates strongly with many customers but may not align with the expectations or preferences of all consumers. It is essential that any prospective franchisee carefully considers our mission-driven approach, Fellowship Model, and social advocacy efforts when evaluating the opportunity to join the Jeni's Splendid Ice Creams franchise network.

ITEM 2
BUSINESS EXPERIENCE

Poe Timmons – Interim Chief Executive Officer, Executive Vice President, Chief Operating Officer, and Chief Financial Officer

Ms. Timmons has served as our Interim Chief Executive Officer since August 2025 and as our Executive Vice President, Chief Operating Officer, and Chief Financial Officer since our formation in June 2025. She has also served as our Parent's Interim Chief Executive Officer since August 2025, and as Executive Vice President, Chief Operating Officer, and Chief Financial Officer since April 2017. All positions with us and our Parent have been held from Columbus, Ohio.

Scott Hargrove – Chief Marketing Officer

Mr. Hargrove has served as our Chief Marketing Officer since our formation in June 2025. Mr. Hargrove has also served as our Parent's Chief Marketing Officer since February 2024. All positions with us and our Parent have been held from Columbus, Ohio. From November 2023 to February 2024, Mr. Hargrove took personal time before commencing his work with us. From February 2019 through November 2023, Mr. Hargrove served as Executive Vice President and Chief Marketing Officer for California Pizza Kitchen in Costa Mesa, California.

Zoe Switzer – Chief People Officer

Ms. Switzer has served as our Chief People Officer since our formation in June 2025. Ms. Switzer has also served as our Parent's Chief People Officer and Human Resources Leader since August 2016. All positions with us and our Parent have been held from Columbus, Ohio.

Regis Duffy – Vice President of Shops

Mr. Duffy has served as our Vice President of Shops since our formation in June 2025. Mr. Duffy has also served as our Parent's Vice President of Shops since July 2018. All positions with us and our Parent have been held from Columbus, Ohio.

Daniel Basto – Vice President of Real Estate and Construction

Mr. Basto has served as our Vice President of Real Estate and Construction since our formation in June 2025. Mr. Basto has also served as our Parent's Vice President of Real Estate and Construction since May 2025. All positions with us and our Parent have been held from Columbus, Ohio. From October 2023 to May 2025, Mr. Basto served at Rise Brands in Columbus, Ohio in the following capacities: as Vice President of Development from September 2024 to May 2025 and as Director of Development from October 2023 to September 2024. From May 2021 to October 2023, Mr. Basto served as the Vice President Real Estate & Construction for HumanCo in Toledo, Ohio. From October 2016 to May 2021, Mr. Basto served as Vice President of Construction for our Parent in Columbus, Ohio.

Neeru Mishra – Director, Direct-to-Consumer

Ms. Mishra has served as our Director, Direct-to-Consumer since our formation in June 2025. She has also served as our Parent's Director, Direct-to-Consumer since September 2023. All positions with us and our Parent have been held from Columbus, Ohio. From November 2021 to April 2023, Ms. Mishra served as Director, Direct-to-Consumer for Vitamix in Cleveland, Ohio, and as Director, E-Commerce for Morton Salt from February 2019 to September 2021 in Chicago, Illinois. From April 2023 to September 2023, Ms. Mishra took a professional sabbatical.

Katelyn Gregg – Director, Franchise Business Leader

Ms. Gregg has served in multiple roles with us and our Parent since April 2018, including most recently as our and our Parent's Director, Franchise Business Leader since August 2025. Prior to that, Ms. Gregg served as Director of Real Estate from April 2023 to May 2025, and as Director of Shop Operations from April 2018 to April 2023. From May 2025 to August 2025, Ms. Gregg took a professional sabbatical. All positions with us and our Parent have been held from Columbus, Ohio.

Sean Bock – Strategic Advisor

Mr. Bock has served as a Strategic Advisor to us since our formation in June 2025. Mr. Bock has also served as a Strategic Advisor to our Parent since July 2024. All positions with us and our Parent have been held from Phoenix, Arizona. Additionally, Mr. Bock has served as Managing Partner for Leverage Business Development, LLC since May 2020 in Phoenix, Arizona. Mr. Bock also served as the President of Heyday Skincare in New York, New York from September 2020 to May 2022.

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

Initial Franchise Fee

You must pay us an initial franchise fee of $40,000 when you sign the Franchise Agreement. The initial franchise fee is payable in a lump sum and non-refundable.

Initial Inventory

You must purchase your initial inventory of Proprietary Products and certain other inventory and supplies (including toppings, branded merchandise, gift cards, uniforms, and certain décor and decals) from Parent before you open your Shop. We estimate that the cost of these purchases from Parent prior to opening your Shop will range from $16,000 to $21,000. The cost of these purchases will depend on the size and specifications of your Shop, the cost of taxes and shipping in your area, the quantity of Proprietary Products you order, and similar market conditions. The cost of Proprietary Products you purchase from Parent is payable on placing each order and is non-refundable.

Gift Card Set-Up Fee

You must pay us an initial gift card set-up fee of $149 prior to opening your Shop. The gift card set-up fee is payable in lump sum and is non-refundable.

Development Fee

If you are signing an Area Development Agreement, you must pay a development fee when you sign the Area Development Agreement (the “Development Fee”). The Development Fee will be: (i) $105,000 for three Jeni’s Ice Creams Scoop Shops; (ii) $140,000 for four Jeni’s Ice Creams Scoop Shops; and (iii) $150,000 for five Jeni’s Ice Creams Scoop Shops. The Development Fee will be paid in lieu of the Initial Franchise Fee due for the Jeni’s Ice Creams Scoop Shops that you develop pursuant to the Development Schedule, which would otherwise be owed pursuant to each applicable Franchise Agreement. The Development Fee is payable in lump sum and is non-refundable.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks [1, 2]
Royalty	5% of Net Sales [3]	Weekly	"Net Sales" is defined in the notes to this table disclosed below.
Brand Fund Contribution	2% of Net Sales (subject to change) [3]	Weekly	The amount of your Brand Fund Contribution (defined in Item 11) is subject to change, provided that the total amount of the Brand Fund Contribution will not at any time exceed 4% of Net Sales.
Technology Fee	0.25% of Net Sales (subject to change) [3]	Monthly	The amount of the technology fee is subject to change, provided that the total amount of this fee will not exceed 1% of Net Sales.
Additional Attendees at Initial Training Program	$1,000 per attendee (subject to change)	As incurred	You must pay our Initial Training Program (defined in Item 11) fee if: (i) we approve you to send more than three attendees to the Initial Training Program if space allows; (ii) we are required to offer any portion of the Initial Training Program more than once to accommodate your attendees; (iii) we approve you to send attendees to the Initial Training Program for your second or subsequent Shop; or (iv) you hire a new Shopkeeper (defined in Item 16) during the term of your franchise, and we require that Shopkeeper to be trained by us because you do not have an approved manager training program. The amount of this fee is subject to increase by up to 10% per year on a compounding basis.
Additional Training Fee	$500 per trainer per day (subject to change), plus reimbursement of our costs and expenses	As incurred	You must pay our additional training fee if: (i) we agree to provide additional or special training for you or your representatives at your request; (ii) we require you or Mandatory Trainees (defined in Item 11) to attend additional training because you are not complying with system standards; or (iii) you request or we determine you require on-site training for your second or subsequent Shop. The amount of this fee is subject to increase by up to 10% per year on a compounding basis.
Site Evaluation Fee	$2,000, plus reimbursement of our costs and expenses	When invoiced	We do not charge a fee in connection with the first site evaluation visit we elect to conduct; however, if we require, or if you request, any additional site evaluation visits (with respect to the same site or alternative sites), you must pay this fee.
Ongoing Inventory and Supplies	Price of inventory and supplies you purchase	As incurred	Throughout the term of the Franchise Agreement, you must purchase all Proprietary Products (see Item 8) from our Parent.

Type of Fee	Amount	Due Date	Remarks [1, 2]
Interest on Late Payment	Lesser of 1.5% per month or the highest commercial contract rate allowed by law	As incurred	All amounts which you owe us for any reason will bear interest accruing as of their due dates until payment is received in full.
Insufficient Funds Fee	Lesser of $100 or the highest amount permitted by applicable law, per occurrence	As incurred	We will charge you the lesser of our then-current fee, or the highest amount permitted by applicable law, per occurrence, for checks returned to us due to insufficient funds or in the event there are insufficient funds in the business account you designate to cover our withdrawals.
Transfer Fee	$25,000	As incurred, prior to approval of transfer	You must pay this fee as one of the conditions of transferring your Shop and/or your Franchise Agreement and/or Area Development Agreement to another person we approve (other than to a wholly-owned and controlled entity, or if the transfer is from a deceased owner to a surviving spouse, though in such cases you must still reimburse us our processing costs, including legal fees).
Relocation Fee	$7,500, plus reimbursement of our costs and fees	As incurred	If you request to relocate your Shop and we approve your request, you must pay a relocation fee.
Renewal Fee	$20,000	As incurred, prior to renewal	You must pay this fee as one of the conditions of obtaining a successor franchise upon the expiration of the Franchise Agreement.
Non-Approved Product or Vendor Testing	Reimbursement of our costs and expenses	As incurred	You must reimburse our costs and expenses if you ask us to evaluate any vendors or products that we have not approved and we agree to do so.
Insurance	120% of the premiums paid	As incurred	If you fail or refuse to obtain and maintain the insurance we specify, we may obtain such insurance for you and your Shop on your behalf.
Franchise Meeting Fee	To be determined (subject to change)	As incurred	We may designate that attendance at a franchise meeting is mandatory for you and/or your Shopkeeper. We will charge this fee even if you or your Shopkeeper do not attend. This fee will not exceed $1,500 per person.
Mystery Shoppers	Reimbursement of our costs and expenses	As incurred	We may engage an independent shopping service to evaluate your Shop. We will determine the frequency, nature, and extent of the evaluation services. You must reimburse all fees and costs charged by the independent shopping service.

Type of Fee	Amount	Due Date	Remarks [1, 2]
Audit Fee	Reimbursement of our costs and expenses	As incurred	If any audit of your Net Sales is necessary due to your failure to furnish reports on a timely basis, or if our examination reveals an understatement exceeding 2% of the amount that you actually reported to us, you must reimburse us for the costs of the audit, including fees of attorneys and accountants and the travel expenses, room and board, and compensation of our employees.
Interim Operations Fee	Net Sales exceeding the expenses of your Shop, plus reimbursement of our costs and expenses	As incurred	Due if we operate your Shop on an interim basis: (i) if you abandon or fail actively to operate your Shop for a period of more than three consecutive days; (ii) at any time after the death or disability of you (or your Principal Owner, as defined in Item 15), if your Shop is at any time not being managed properly; or (iii) the Franchise Agreement expires or is terminated and we are transitioning your Shop to us or another person we designate.
Indemnification	Reimbursement of our damages, costs and expenses	As incurred	You must reimburse us, our affiliates, and each of our and their respective affiliates, owners, directors, managers, officers, employees, agents, successors, and assignees, if any of us is held liable for claims related to the operation of your Shop, actions, errors, or omissions of you or your representatives, your breach of the Franchise Agreement or Area Development Agreement, or your employment practices. The costs we incur may include fees for accountants, arbitrators, attorneys, and expert witnesses; investigation costs; court costs; and travel and living expenses.
Costs and Attorneys' Fees	Reimbursement of our costs and expenses	As incurred	If we are the prevailing party in any dispute proceeding between you and us, you must pay our damages, costs, and expenses, including arbitration and court costs and reasonable attorneys' fees.
Tax Reimbursement	Reimbursement of our costs and expenses	As incurred	You are responsible for paying all taxes for your Shop, and you must reimburse us for any taxes that we must pay to any state taxing authority on account of your operation or payments that you make to us.

Type of Fee	Amount	Due Date	Remarks [1, 2]
Lost Revenue Damages	The net present value of the Royalties and Brand Fund Contributions from the termination date to the earlier of (i) the 2nd anniversary of termination; or (ii) the scheduled expiration of the franchise term.	Within 30 days after termination	If we terminate the Franchise Agreement because of your default or you terminate without cause, you must pay us lost revenue damages. For purposes of lost revenue damages, Royalties and Brand Fund Contributions will be calculated based on the average monthly Net Sales of your Shop during the last 12 months of its regular operations; provided, that if your Shop has not been operating for at least 12 months, the calculation will be based on the average monthly Net Sales of all Jeni's Ice Creams Scoop Shops during the fiscal year immediately preceding the termination date.
Deficiency Correction	Reimbursement of costs and expenses	As incurred	If you fail to take any of the required actions upon termination or expiration of your Franchise Agreement, including removing signs and otherwise de-identifying the Premises, we may correct such deficiencies at your cost.

Explanatory Notes:

1. Except as described in this Item 6, all fees are imposed and collected by and payable to us, though we may transfer these rights to our affiliates. These fees are non-refundable and uniformly imposed. All amounts paid to us and our affiliates must be in United States Dollars ($).

2. You must pay us all amounts in the manner we prescribe. Currently, we require all payments to be made through electronic debit of your business account on or before their due dates or the next business day if the due date is a national holiday or a weekend day. You must sign and deliver to us any documents we require for electronic debits of your account. You must ensure that funds are available in your designated account to cover our withdrawals. We may change the timing, frequency, and intervals of any payments from time to time, but with no less than 30 days' prior written notice to you. If you fail to report Net Sales, if we cease to have access to your Computer System, or if your Shop is closed without our authorization for any period of time, then for any fees under the Franchise Agreement which are calculated based on Net Sales, we may debit your account for 110% of the average Net Sales for the last three months of operations of your Shop. If the amounts that we debit from your account on the basis of any understatement are less than the amounts you actually owe us once we have determined the true and correct Net Sales, we will debit your account for the balance on the day we specify. If the amounts that we debit from your account on the basis of any understatement are greater than the amounts you actually owe us, we will credit the excess against the amounts we otherwise would debit from your account during the following period.

3. "Net Sales" means all revenue that you derive from operating your Shop whether from cash, check, vouchers, tickets, or other comparable forms of payment, credit and debit card, barter exchange, trade credit, or other credit transactions, net of authorized discounts (i.e., employee discounts, free birthday scoops, and good neighbor discounts and loyalty rewards). Net Sales excludes: (i) all federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority, and (ii) tips and gratuities collected for employees of the Shops. If we

authorize or require participation in online group-bought deals, gift certificate or gift card programs, or other similar programs, the payments you receive for those online group-bought deals, gift certificates, or gift cards will be included in Net Sales upon redemption. Net Sales also include all insurance proceeds you receive for loss of business and loss of revenue, due to a casualty to or similar event at your Shop.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

(Franchise Agreement)

Type of Expenditure	Amount		Method of Payment [1]	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee	$40,000	$40,000	Lump sum	Upon signing Franchise Agreement	Us
Real Estate (3 Months' Rent) [2]	$18,000	$60,000	As arranged	As arranged	Landlord
Lease and Utility Security Deposits [3]	$6,000	$20,000	As arranged	As arranged	Unaffiliated third parties (e.g., utility companies, landlord)
Architect, Permits, Engineers, and Licenses [4]	$40,000	$60,000	As arranged	As arranged	Unaffiliated third parties (e.g., architect, engineer, designer)
Leasehold Improvements [5]	$375,000	$700,000	As arranged	As arranged	Unaffiliated third parties
Furniture, Fixtures, and Equipment [6]	$70,000	$134,000	As arranged	As arranged	Approved third-party suppliers
Décor Package [7]	$2,000	$10,000	As arranged	As arranged	Approved third-party suppliers
Computer System and Technology [8]	$2,000	$4,000	As arranged	As arranged	Approved third-party suppliers
Tools and Supplies [9]	$12,000	$16,000	As arranged	As arranged	Approved third-party suppliers
Signage [10]	$10,000	$30,000	As arranged	As arranged	Approved third-party suppliers
Business Licenses and Permits [11]	$500	$1,000	As required	As required	Government agencies

Type of Expenditure	Amount		Method of Payment [1]	When Due	To Whom Payment is Made
	Low	High			
Professional Fees [12]	$10,000	$17,000	As arranged	As arranged	Unaffiliated third parties (e.g., accountant, attorney)
Initial Inventory [13]	$20,000	$26,000	As arranged	As arranged	Us and approved third-party suppliers
Ongoing Inventory (3 months) [13]	$52,000	$87,000	As arranged	As arranged	Us and approved third-party suppliers
Insurance (3 months) [14]	$500	$750	As arranged	As incurred	Unaffiliated third parties (e.g., insurance companies)
Initial Training Program Expenses [15]	$3,000	$5,000	As arranged	As incurred	Unaffiliated third parties (e.g., airlines, hotels, restaurants)
Grand Opening Advertising [16]	$20,000	$25,000	As arranged	As arranged	Unaffiliated third parties
Additional Funds – First 3 Months of Operation [17]	$15,000	$30,000	As incurred	As incurred	Unaffiliated and approved third-party suppliers (e.g., employees)
TOTAL ESTIMATED INITIAL INVESTMENT [18]	**$696,000**	**$1,265,750**			

Explanatory Notes:

1. *General*. Except as otherwise provided, the amounts payable to us or our affiliates in this table are not refundable under any circumstances. All amounts payable to third parties will be paid under the terms of your agreement with these respective third parties. We do not offer financing directly or indirectly for any part of the initial investment.

2. *Real Estate*. The estimate above is for three months of rent. The estimate assumes that you will lease space for your Shop. Your Shop must be in an upscale setting in a shopping mall, lifestyle center, strip shopping center, or similar location we have approved. Local market conditions, changes in the economy, and inflation will also contribute to your occupancy costs. The location of the parcel of real property, its relationship to and the nature of any adjoining uses, and its accessibility will affect both its size and price. You will need approximately 900 to 1,400 square feet of space. Landlords may

vary the base rental rate and charge rent based on a percentage of gross sales. In addition to base rent, your Lease may require you to pay common area maintenance charges, your pro rata share of the real estate taxes and insurance, and your pro rata share of other charges (including a shopping center marketing fund). The actual amount you pay under the Lease will vary depending on the size of the Shop, the types of charges that are allocated to tenants under the lease, your ability to negotiate with landlords, and the prevailing rental rates in the geographic region.

3. *Lease and Utility Security Deposits*. The estimate assumes that you will be required to provide a security deposit under the Lease equal to one month's rent. The estimate also assumes that you may need to provide security deposits for your utilities (such as gas, water, and/or electric).

4. *Architect, Permits, Engineers, and Licenses*. You must obtain construction plans for the build-out of your Shop according to our specifications. We currently require that you use our designated architect. To assist in the design and construction of your Shop, we have created prototype designs that our architect and your general contractor will utilize. You are also required to use a permit expeditor. A permit expeditor should accelerate your projected opening date and will submit the plans and specifications to the local agency for the building permit. The high end of our estimate includes construction project management services. You are required to use our designated architects as your project manager if you cannot demonstrate past experience in managing the construction process of a retail store front.

5. *Leasehold Improvements*. The cost of leasehold improvements will vary depending on many factors, including: (i) the size and configuration of the Premises; (ii) pre-construction costs (including demolition of existing walls and removal of existing improvements and fixtures); and (iii) cost of materials and labor, which may vary based on geography and location or whether you must use union labor for the build-out of your Shop. These amounts may depend on local conditions, including the availability and prices of labor and materials. These costs may also vary depending on whether certain of these costs will be incurred by the landlord or through landlord-tenant improvement contributions, and the condition of the space before you take possession of the Premises. The low end of our estimate assumes that you have leased space that requires fewer improvements to convert the Premises to a Jeni's Ice Creams Scoop Shop and that you are leasing approximately 900 square feet of retail space. The high end of our estimate assumes that you have leased a blank space, including that more improvements are required and that you are leasing approximately 1,400 square feet of retail space. Our estimate does not include any tenant improvement allowance that you may negotiate. This estimate includes the cost of permits. Between 2023 and 2024, our affiliates opened 17 Jeni's Ice Creams Scoop Shops across the country and relocated/renovated one in a manner consistent with opening a new Shop. For these 18 locations, the average leasehold improvement was $563,226 with a low of $327,536 and a high of $1,149,331 (2 of these affiliate-owned Shops had costs in excess of the high-end estimate in the table above due to city center locations, and non-standard footprint or real estate selection; one of these affiliate-owned Shop had costs lower than our low-end estimate in the table above due to a materially smaller footprint). The average size of these 18 affiliate-owned Jeni's Ice Creams Scoop Shops was 1,220 square feet with a low of 552 square feet and a high of 1,948 square feet. The average tenant allowance from the landlord was $67,513 with a low of $0 and a high of $113,027.

6. *Furniture, Fixtures, and Equipment*. This estimate includes the cost of furniture, fixtures, and equipment, including a pint freezer, staging freezers, dipping cabinets, an under-counter fridge, waffle irons, hand sinks, dip wells, safes, shelving units, a walk-in freezer, trash cans, a 3-comp sink, a mop sink, a beverage merchandiser, stools, and lockers. This cost will depend on the amounts purchased, local market conditions, the size of your Shop, and other factors. Between 2023 and 2024, our affiliates

opened 17 Jeni's Ice Creams Scoop Shops across the country and relocated/renovated one in a manner consistent with opening a new Shop. For these 18 locations, the average cost of FF&E was $109,819 with a low of $36,149 and a high of $180,869 (four of these affiliate-owned Shops had costs in excess of the high-end estimate in the table above and one had costs lower than the low-end estimate in the table above, in each case due primarily to non-standard footprints and the size of the lobby area).

7. *Décor Package*. Other than certain décor that you must purchase from Parent, you must purchase your décor package from approved vendors before installation. This estimate includes standard interior and exterior décor, including shipping.

8. *Computer System and Technology*. You must purchase or lease the Computer System that we designate (see Item 11) from our approved vendors. The total cost of your Computer System will depend on whether you already own any components that must be purchased, freight and installation costs, connectivity services in your area, applicable state and local taxes, and other factors.

9. *Tools and Supplies*. This estimate includes the cost of tools and supplies that you will need in your Shop, including bowls, scoops and spoons, taster spoons, cleaning and office supplies, and other kitchen tools and small wares.

10. *Signage*. This estimate includes the cost for interior signage, temporary construction "blackouts," window graphics/decals, and exterior signage at your Shop. Your landlord or your local ordinances may employ different restrictions or requirements on interior and exterior signage which may affect your costs. The higher range of this estimate contemplates an opportunity to include signage within the landlord's monument and/or other signage opportunities within the shopping center. Between 2023 and 2024, our affiliates opened 17 Jeni's Ice Creams Scoop Shops across the country and relocated/renovated one in a manner consistent with opening a new Shop. For these 18 locations, the average cost of signage was $16,476 with a low of $5,974 and a high of $25,808 (three of these Shops had costs lower than the low-end estimate in the table above due to non-standard footprints).

11. *Business Licenses and Permits*. This estimate includes the cost of obtaining local business licenses which typically remain in effect for one year. These figures do not include occupancy and construction permits. The cost of these permits and licenses will depend on the location of your Shop.

12. *Professional Fees*. This represents the estimated cost of hiring an attorney to assist you in evaluating the franchise opportunity, negotiating your lease, forming a business entity, and hiring and setting up your chart of accounts with an accountant.

13. *Initial and Ongoing Inventory*. This estimate represents initial inventory that you will purchase prior to opening your Shop, including the initial inventory you purchase from Parent (estimated at $16,000 to $21,000, as described in Item 5) and other inventory for your Shop that you must purchase from approved third-party suppliers (such as waffle mix, toppings, beverages, non-branded merchandise, paper products, and branded packaging materials). Ongoing inventory includes an estimate of your inventory purchases for the first three months of your operations.

14. *Insurance*. This estimate includes the cost of the quarterly premiums for the insurance you must obtain and maintain for your Shop, as described in Item 8. Insurance premiums may be payable monthly, quarterly, semi-annually, or annually based on the insurance company's practices and your creditworthiness.

15. *Initial Training Expenses*. We do not charge a fee for our Initial Training Program (as defined in Item 11) for up to three people for your first Shop, but, you are responsible for the out-of-pocket expenses of your attendees. This estimate includes an approximation of the expenses for travel, lodging, meals, and applicable wages (if any) for up to three attendees at the Initial Training Program. Applicable law may require that you pay your trainees' wages during training. Our estimate for initial training costs includes the estimated wages for 8 to 12 employees for pre-opening training that you provide at your Shop, and the estimated wages of one Shopkeeper attending the Initial Training Program. Your costs may vary depending on whether you are required to pay wages, your selection of lodging and dining facilities, and the mode and distance of transportation selected. You may also request that we permit additional attendees at the Initial Training Program for a fee, subject to our approval, but our estimate does not include the fees or costs for any such additional attendees.

16. *Grand Opening Advertising*. We require you to spend a minimum of $20,000 on a grand opening advertising program we have approved. This minimum may be reduced if your Shop is opening in an existing market. You may spend more than this minimum amount. We estimate that you will spend between $20,000 and $25,000 on a grand opening advertising and promotional events. This estimate includes the cost of a digital marketing plan, public relations, ice cream giveaways, promotional events, and print advertising.

17. *Additional Funds*. This item estimates your initial start-up expenses (other than the items identified separately in the table) for your Shop's first three months of operation, including post-opening payroll and benefits, maintenance and repair, petty cash, miscellaneous supplies and services, as well as other costs for the continued operation of your Shop. These estimates do not include the costs associated with any financing. The estimate also assumes that you (or your Principal Owner) are not paid a salary or wages. The estimate above does not include the amounts you pay us based on your Net Sales, such as Royalties, Brand Fund Contributions, and Technology Fees.

18. *Total Estimated Initial Investment*. We relied upon our affiliates' and Parent's experience in operating Jeni's Ice Creams Scoop Shops in preparing these estimates.

YOUR ESTIMATED INITIAL INVESTMENT

(Area Development Agreement)

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Development Fee [1]	$105,000	$150,000	Lump sum	Upon signing Area Development Agreement	Us
Estimated Investment for First Shop [2]	$656,000	$1,225,750	As arranged	As arranged	Us, Approved Suppliers and Third-Party Suppliers

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
TOTAL ESTIMATED INITIAL INVESTMENT	**$761,000**	**$1,375,750**			

Explanatory Notes:

1. *Development Fee*. The actual amount of the Development Fee will depend on the number of Jeni's Ice Creams Scoop Shops you agree to develop under the Development Schedule. If you agree to develop three Jeni's Ice Creams Scoop Shops, the Development Fee will be $105,000 ($35,000 per shop), if you agree to develop four Jeni's Ice Creams Scoop Shops, the Development Fee will be $140,000 ($35,000 per Shop), and if you agree to develop five Jeni's Ice Creams Scoop Shops, the Development Fee will be $150,000 ($30,000 per shop).

2. *Estimated Investment for First Shop*. You must sign our then-current Franchise Agreement for the development of each Jeni's Ice Creams Scoop Shop in your Development Area and satisfy the development obligations outlined in that Franchise Agreement. You must sign your first Franchise Agreement when you sign the Area Development Agreement and incur the costs associated with developing your first Shop, less the initial franchise fee. See the chart entitled "Your Estimated Initial Investment – Franchise Agreement" for information about the current estimated initial investment for the development of your first Jeni's Ice Creams Scoop Shop. The table above includes the estimated initial investment only for the first Jeni's Ice Creams Scoop Shop you develop.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Specifications for Products, Services and Suppliers

We have developed and may continue to develop System Standards for types, models, and brands of required fixtures, furniture, equipment, components of the Computer System, furnishings, signs, and other operating assets, inventory, products, materials, and services used by Jeni's Ice Creams Scoop Shops. We may require you to purchase and use only the products and services meeting our System Standards. We may also require you to purchase the products and services only from suppliers that we have designated or approved. We or our affiliates may be an exclusive or approved supplier of certain products and services or otherwise be a party to these transactions.

Our standards and specifications for products and services and criteria for suppliers are not currently issued to franchisees or approved suppliers. We may condition our approval of a product or supplier on requirements relating to product quality, prices, consistency, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service, or other criteria. If you would like us to consider approving a vendor that is not already approved by us, you must submit your request in writing before purchasing any items or services from such vendor. We will make all determinations about whether to approve an alternative vendor based on our then-current criteria, which may change. Currently, we estimate that we will provide notice of our decision to approve or disapprove an alternative supplier within 30 days of receiving the request and all necessary materials for evaluation. We may also refuse to consider and/or approve any alternative vendor for any reason whatsoever. If you ask us to evaluate any proposed alternative suppliers, you must reimburse all of our costs and expenses for such evaluation. We may revoke our approval of any vendor at any time by providing written notice to you. You may not contract with any alternative vendors without receiving our prior approval.

You must purchase your entire initial and ongoing inventory of ice cream products ("Proprietary Products") from Parent. You must also purchase: (i) certain toppings, branded merchandise, gift cards, uniforms, and décor and decals from Parent; (ii) architecture services, permit expeditor services, graphics and signage, insurance, certain software solutions (including software for CRM, accounting, reputation management, in-Shop chat, point-of sale, online delivery, and digital marketing), the Computer System, certain inventory (including specialty foods), and certain other supplies (including aprons) from our exclusive designated suppliers; and (iii) other furniture, fixtures, equipment, supplies, construction services, lighting, millwork, software, and inventory from suppliers we have approved. We may add, remove, and/or otherwise modify our designated and approved suppliers at any time.

We had no franchisees as of the end of our 2024 fiscal year, and therefore no revenue was collected by us or our affiliates from the sale of products or services to our franchisees in our most recently completed fiscal year. Other than as described in this Item 8, neither we nor our affiliates are suppliers of any required products or services to franchisees.

Collectively, the purchases you obtain according to our specifications or from approved or designated suppliers will represent approximately 80% of your total purchases to establish your Shop and 90% of your total purchases to operate your Shop.

Insurance

You must maintain in force at your sole expense insurance policies for your Shops as required under applicable law and your Lease, and in minimum types and amounts of coverage we require. Currently, our requirements include the following for each Shop:

Policy/Coverage Type	Minimum Limits
Commercial Property Insurance	Full replacement cost value of all leasehold improvements, furniture, fixtures, equipment, and inventory on a special form basis. This coverage must also include (i) flood and earthquake coverage in geographically prone zones, (ii) business income and extra expense coverage for 12 months for actual losses sustained or at least 50% of your annual revenue, (iii) rent and royalties due to us, and (iv) extended business income coverage for 180 days.
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage; \$2,000,000 products liability, personal and advertising liability, and products and completed operations coverage.
Auto Liability	\$1,000,000 combined single limit for all owned, hired, and non-owned automobiles used in connection with your Shop(s).

Workers' Compensation	Statutory minimum coverage amounts, with employer liability minimum limit of $1,000,000.
Umbrella Liability	Not less than $3,000,000 to be in excess of Commercial General Liability, Auto Liability, and Employer's Liability.
Trade Name Restoration/Food Borne Illness	$1,000,000 to cover lost profits due to any alleged or actual contamination, supplier contamination, inoculations, and testing. Coverage must also include crisis management expense coverage.
Employment Practices Liability	$1,000,000 limit for coverage of any wrongful employment action and third-party coverage for harassment and discrimination of non-employees. Coverage must name us as co-defendant.
Cyber Liability	$1,000,000 to insure any first- or third-party claims including data breach, identity theft, phishing attacks, ransomware, bricking, crisis management expense, defense expenses, and notifications costs.

Purchase Arrangements, Material Benefits, and Revenue

We may from time to time negotiate purchase arrangements with suppliers of products and services to franchisees, including price terms, though we have not currently done so. We have not established purchasing or distribution cooperatives. We do not currently provide material benefits to franchisees for purchasing particular products or services or for using particular approved suppliers.

We and/or our affiliates may derive revenue in the form of rebates, vendor promotions, or other consideration from suppliers based on your purchases and leases of certain products and services, though currently neither we nor our affiliates do so. We did not derive any revenue from vendors on the basis of purchases by franchisees in our last fiscal year.

As of the issuance date of this Disclosure Document, none of our officers own any interest in any of the approved suppliers other than our Parent.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Item in Disclosure Document
(a) Site selection and acquisition/lease	Franchise Agreement - Sections 2.A and 2.B	Item 11

Obligation	Section in Agreement	Item in Disclosure Document
	Area Development Agreement – Section 2	
(b) Pre-opening purchases/leases	Franchise Agreement - Sections 2.B and 2.C Area Development Agreement – N/A	Item 5, 7, 8, and 11
(c) Site development and other pre-opening requirements	Franchise Agreement - Section 2 Area Development Agreement – Section 2	Items 7, 8, and 11
(d) Initial and ongoing training	Franchise Agreement - Section 4 Area Development Agreement – N/A	Items 6, 7, and 11
(e) Opening	Franchise Agreement - Sections 2.C Area Development Agreement – N/A	Item 11
(f) Fees	Franchise Agreement - Section 3 Area Development Agreement – Section 2.A	Items 5, 6, 7, and 11
(g) Compliance with standards and policies/operating manual	Franchise Agreement - Sections 4.E and 8 Area Development Agreement – N/A	Items 8, 11, and 16
(h) Trademarks and proprietary information	Franchise Agreement - Sections 5 and 6 Area Development Agreement – Section 3.A	Items 13 and 14
(i) Restrictions on products/services offered	Franchise Agreement - Sections 8.C, 8.D, 8.F, and 8.I Area Development Agreement – N/A	Items 8, 11, 12, and 16

Obligation	Section in Agreement	Item in Disclosure Document
(j) Warranty and customer service requirements	Franchise Agreement - Sections 8.G Area Development Agreement – N/A	Item 11
(k) Territorial development and sales quotas	Franchise Agreement - Section 1.E Area Development Agreement – Section 1.D	Item 12
(l) On-going product/service purchases	Franchise Agreement - Sections 8.C and 8.D Area Development Agreement – N/A	Items 6 and 8
(m) Maintenance, appearance, and remodeling requirements	Franchise Agreement - Sections 8.A, 8.B and 11.A Area Development Agreement – N/A	Items 6, 8, 11, and 17
(n) Insurance	Franchise Agreement - Section 8.H Area Development Agreement – N/A	Items 7 and 8
(o) Advertising	Franchise Agreement - Section 9 Area Development Agreement – N/A	Items 6, 7, 8, and 11
(p) Indemnification	Franchise Agreement - Sections 16.D Area Development Agreement – Section 6.C	Item 6
(q) Owner's participation/ management/staffing	Franchise Agreement - Sections 1.C, 8.E, 8.L Area Development Agreement – Section 1.C	Items 11 and 15
(r) Records and reports	Franchise Agreement - Section 10 Area Development Agreement – Section 2.E	Item 6

Obligation	Section in Agreement	Item in Disclosure Document
(s) Inspections and audits	Franchise Agreement - Section 11 Area Development Agreement – N/A	Items 6 and 11
(t) Transfer	Franchise Agreement - Section 12 Area Development Agreement – Section 4	Item 17
(u) Renewal	Franchise Agreement - Section 13 Area Development Agreement – N/A	Item 17
(v) Post-termination obligations	Franchise Agreement - Section 15 Area Development Agreement – Section 5	Item 17
(w) Non-competition covenants	Franchise Agreement - Sections 7.A and 15.C Area Development Agreement – Section 3.C and 5.E	Item 17
(x) Dispute resolution	Franchise Agreement - Section 17 Area Development Agreement – Section 7	Item 17
(y) Guaranty and assumption of obligations	Franchise Agreement - Section 1.C and Attachment D Area Development Agreement – Section 1.C and Attachment D	Item 15

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your promissory notes, mortgages, leases, or other obligations.

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

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

Prior to Opening Your Shop

Before you begin operating your Shop, we or our designees will:

1. If you have not received approval for a Premises for your Shop upon signing your agreement, we will review and approve or disapprove a proposed site for your Shop (Area Development Agreement, Section 2.C; Franchise Agreement – Sections 2.A).

2. Review and approve or disapprove the Construction Plans and Lease (each defined below) for your Shop. Other than the Proprietary Products sold by Parent, we do not directly provide, deliver, or install any equipment, signs, fixtures, opening inventory, or supplies for our franchisees (Franchise Agreement – Section 2.B and 2.C).

3. If you are opening your first Jeni's Ice Creams Scoop Shop, provide the Initial Training Program to your Mandatory Trainees (Franchise Agreement – Section 4.A).

4. If you are opening your first Jeni's Ice Creams Scoop Shop, provide on-site opening support for five days in connection with your grand opening (Franchise Agreement – Section 4.C).

5. Make our Brand Manual available to you (Franchise Agreement – Section 4.E).

6. Approve or disapprove your grand opening advertising program (Franchise Agreement – Section 9.A).

7. Review and either approve or disapprove your Shop to open for business (Franchise Agreement – Section 2.C).

Site Selection

You are responsible for selecting a site for your Premises and obtaining our approval of that site. Neither we nor our affiliates generally own the sites for Jeni's Ice Creams Scoop Shops or lease any such sites to franchisees. If you have not located a site for the Premises when you sign the Franchise Agreement, we will identify a site selection area in your Franchise Agreement, and unless you have our prior written approval, you will not be permitted to search for a site outside of that site selection area. You must send us all of the information we require to evaluate each proposed site. You must obtain our approval of you site within 120 days after signing the Franchise Agreement. We will make all determinations about whether to approve a site based on our then-current criteria, including visibility, size, layout, adjacent uses, parking, demographics, local competition, and other factors. If we elect to visit any site in person, we will not charge a fee in connection with the first site evaluation visit; however, if we require or if you request any additional site evaluation visits (with respect to the same site or alternative sites), you must pay us $2,000 per site evaluation visit, plus reimburse the out-of-pocket costs and expenses. Currently, we estimate that we will provide notice of our decision to approve or disapprove a proposed site within 30 days of receiving the request.

After the site of your Premises is approved by us, but before you execute any lease, sublease, or other document to secure occupancy rights (the "Lease") for the Premises, you must engage our approved or designated architect to develop detailed design and construction plans for your Shop that comply with any design specifications or prototypical plans provided by us and all applicable ordinances, building codes, permit requirements, and lease requirements and restrictions (your "Construction Plans"). You must obtain our approval of your Construction Plans before you sign the Lease. We must also approve your Lease before you sign it. You must obtain our approval of a site that will be your Premises and secure possession of the site under the terms of a Lease we have approved within 120 days of the date of signing your Franchise Agreement. If you fail to satisfy any of these deadlines, we may terminate your Franchise Agreement.

Development and Opening

Once you receive our approval of your Lease, you must promptly apply for permits and other local licenses necessary to complete the construction outlined in your Construction Plans. You are responsible for conforming your Premises to local ordinance and building codes, obtaining required permits, and constructing, remodeling, decorating, and otherwise outfitting the Premises to satisfy our specifications. After signing your Lease, you must promptly begin to develop and outfit your Shop in accordance with the Construction Plans we have approved, at your cost, including that you must promptly obtain all required zoning changes, planning consents, building, utility, sign and business permits and licenses necessary to lawfully open and operate your Shop. You may not modify the Construction Plans in any manner without our approval of such modifications. You must ensure that your Shop is designed and constructed in all respects in accordance with the Construction Plans we have approved. You must also, at your cost, to do all things necessary to develop and prepare your Shop for opening in accordance with your Franchise Agreement and our System Standards.

We estimate that you will begin operating your Shop by the earlier of eight months after the Lease is executed, or the first anniversary of the date you sign the Franchise Agreement. We may terminate the Franchise Agreement if you fail to open your Shop by such deadlines. The date that you open your Shop for business (your "Opening Date") will depend on several factors, including when: (i) you obtain our approval of your Premises, Construction Plans, and Lease, (ii) you obtain all necessary permits and licenses; (iii) you construct your Shop in accordance with your approved Construction Plans and our System Standards; (iv) you obtain and install all required fixtures, equipment, signage, décor, and other assets; (iv) you obtain all pre-opening inventory and supplies; (v) you and your Mandatory Trainees satisfy our training requirements; (vi) you obtain all required insurance policies; and (vii) you satisfy the other pre-opening requirements in your Franchise Agreement and obtain our approval to open.

Assistance During the Operation of Your Shop

During your operation of your Shop, we or our designees will:

1. Subject to limitations on scheduling, availability, and similar resources, we will provide you with general advice regarding the operation of your Shop (Franchise Agreement – Section 4.D).

2. Continue to make our Brand Manual available to you (Franchise Agreement – Section 4.E).

3. Let you use our Marks and certain copyrighted and copyrightable materials in connection with the operation of your Shop (Franchise Agreement – Section 5).

4. Approve or disapprove advertising materials (Franchise Agreement – Section 9.C).

5. Approve or disapprove alternative vendors (Franchise Agreement – Section 8.F).

6. Administer the Brand Fund pursuant to the terms of the Franchise Agreement (Franchise Agreement – Section 9.B).

7. Providing you our mandatory specifications and procedures for bookkeeping, accounting, and other reporting, including our standard chart of accounts (Franchise Agreement – Section 10)

8. Periodically set a maximum or minimum price that you may charge for products and services offered by your Shop. We may also require you to comply with an advertising policy which will prohibit you from advertising any price for a product or service that is different than our suggested retail price. (Franchise Agreement – Section 8.I) (See Item 16).

Brand Manual

We will make our System Standards and other suggested specifications, standards and procedures, and information for the operation of Jeni's Ice Creams Scoop Shops available to you during the term of the Franchise Agreement, which may include one or more separate manuals, newsletters, memos, or bulletins, as well any audio or video content, and/or other content available through or distributed by any Digital Presence or other electronic or digital means (collectively, the "Brand Manual"). We will offer you the opportunity to view our Brand Manual before buying this franchise upon your request.

Advertising and Promotion

Grand Opening Advertising. You must spend at least $20,000 for a grand opening advertising program for your Shop. You must spend this amount in addition to all other amounts you must spend on advertising under the Franchise Agreement. The amount you spend on grand opening advertising will not count towards your Brand Fund Contribution (defined below). You must submit a plan for your grand opening marketing program to us for our approval at least 75 days before your expected Opening Date, and to complete all grand opening advertising pursuant to the plan we have approved. You must also use any media, materials, programs, and strategies that we require in connection with the grand opening advertising program.

Brand Fund. We have established a brand promotion fund (the "Brand Fund") to administer certain advertising, marketing, and public relations programs for the System, the Jeni's® brand, and the promotion of Jeni's Ice Creams Scoop Shops. You must contribute to the Brand Fund the amount that we prescribe (the "Brand Fund Contribution"). Currently, the Brand Fund Contribution is 2% of Net Sales. We may modify the amount of the Brand Fund Contribution with 30 days prior notice to you, in an amount up to 4% of Net Sales.

We are not required to spend any amount on marketing within any particular market. We will have exclusive control over all programs and services administered by the Brand Fund, including over the creative concepts, materials, and campaigns and their geographic market, media placement and allocation. The Brand Fund may pay for preparing and producing video, audio, and written materials and electronic media; sponsoring, supporting, and/or donating proceeds to one or more charitable, social, or community organizations or initiatives and/or hosting campaigns, initiatives, and/or events for the foregoing; developing, implementing, and maintaining any website, domain name, email address, social media account, username, other digital presence or presence on any electronic, virtual, or digital medium of any kind (each a "Digital Presence") or other software or applications; administering national, regional, digital, or local advertising and marketing campaigns and/or programs; using advertising, promotion, and marketing agencies and other advisors to provide assistance; supporting public relations, market research, and other advertising, promotion, and marketing strategy or implementation activities; and/or any other expenditures that are directly or indirectly related to promoting the Marks, the System, the brand, and/or Jeni's Ice Creams Scoop Shops. We may also use the Brand Fund to pay for the Brand Fund's administrative and overhead costs, including the reasonable salaries and benefits of personnel who manage and administer the Brand Fund, and any other expenses that we or our affiliates incur that are related to administering or directing the Brand Fund and its programs. We may modify Brand Fund expenditures at any time.

Neither we nor any of our affiliates has any fiduciary obligation to you or any other person for administering the Brand Fund. We will not make the financial statements of the Brand Fund available for review by franchisees. We may reduce or suspend Brand Fund Contributions and/or operations of the Brand Fund for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund and associated Brand Fund Contributions. If we terminate the Brand Fund, we will spend the remaining balance of the monies in the Brand Fund in accordance with our System Standards until such amounts are exhausted. We may elect to maintain multiple Brand Funds, whether determined by geographic region, country, or otherwise, or consolidate or merge multiple Brand Funds.

We do not currently have any franchisees, and therefore we did not collect any Brand Fund Contributions or spend any amounts from any Brand Fund on media production, media placement, administration, or to solicit new franchise sales in our most recently completed fiscal year. Jeni's Ice Creams Scoop Shops owned by us or our affiliates will contribute to the Brand Fund at the same rate as franchise-owned Jeni's Ice Creams Scoop Shops.

Your Local Advertising. You are responsible for conducting all local advertising for your Shop. However, you must satisfy our System Standards for all advertising for your Shop and/or using the Marks or the System. Our System Standards may require that you advertise and market your Shop in specific advertising mediums we determine, use forms of advertisement we approve, list your Shop with the online directories and subscriptions we prescribe, and/or include links or references to Digital Presences in the manner we prescribe. Your advertising, promotion, and marketing must be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we prescribe. At least 14 days before you use them, you must send us for approval samples of all advertising, promotional, and marketing materials which we have not prepared or previously approved. If you do not receive written approval within 14 days after we receive the materials, they are deemed to be disapproved. Once we approve the materials, you are permitted to use them. However, we may withdraw our approval at any time and for any reason. You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved. We may also elect to control any or all Digital Presences associated with the Marks and/or your Shop, including that we may elect to control responses posted to comments of your customers on third-party platforms and directories.

Charitable, Social, and Community Initiatives. Charitable, social, and community initiatives are a core component of our System. We may from time to time establish national or local charitable, social, or community events and initiatives for Jeni's Ice Creams Scoop Shops. Your Shop must participate in these events and initiatives in accordance with our System Standards, including that we may require you to donate some or all your Net Sales derived from certain events (together, "Ice Cream Socials") to national or local charitable, social, and/or community organizations that we have approved or designated. We may promote Ice Cream Socials in any manner, including on a national or regional basis. Your Shop's marketing must be consistent with ours and you must offer the Ice Cream Social at your Shop as required. We may also establish local marketing practices, activities, tactics, and/or goals for Jeni's Ice Creams Scoop Shops, including guidance on integrating community involvement into the operations and marketing for your Shop, generating local press for your community events and marketing efforts, and promoting national and local programs. Your Shop and your Shop's marketing, advertising, and promotions must comply with all such guidelines and our System Standards. Your Shop must also satisfy all criteria we establish relating to local, social, and/or charitable activities and community engagement, including satisfying third-party certifications we designate relating to social, charitable, and community impact.

You must also use your best efforts to identify and support charitable, social, and community organizations and causes in your local area that are consistent with our System and System Standards. You must obtain our express written approval of all organizations, initiatives, and causes that your Shop will support and/or will be marketed from your Shop and/or to customers of your Shop. You may not use your Shop, our Marks, and/or our System in any manner to promote any organization, charity, cause, and/or platform that we have not expressly approved, and/or that we have disapproved.

Digital Presences. We may establish and develop Digital Presences to advertise, market, and promote Jeni's Ice Creams Scoop Shops, the products and services that they offer and sell, or the Jeni's Ice Creams Scoop Shop franchise opportunity. We may, but are not obligated to, reference, advertise, describe, and/or promote your Shop on any Digital Presence that we maintain or manage. Except as authorized by us, you may not develop, maintain, or authorize any Digital Presence that mentions your Shop, links to any Digital Presence that we manage or maintain, or displays any of the Marks. You may also not engage in any promotional or similar activities, or sell any products or services, whether directly or indirectly, through any Digital Presence, without our prior written approval. If we approve the use of any such Digital Presence in the operation of your Shop, you will develop and maintain such Digital Presence only in accordance with our guidelines, including our guidelines for posting any messages or commentary on third-party websites and/or maintaining an online privacy policy. We will own the rights to each such Digital Presence that you manage. We may require you to use a supplier we designate to manage any and all Digital Presences associated with your Shop and/or our System, including that we may require you to engage a supplier we have designated or approved to manage content and/or comments and responses on any and all Digital Presences.

Franchise Advisory Council. We do not have a franchisee advisory council that advises us on advertising policies.

Advertising Cooperatives. We do not have any local or regional advertising cooperatives.

Computer System

You must obtain and install the computer hardware, software, and point-of-sale system that we approve for Jeni's Ice Creams Scoop Shops (collectively, the "Computer System"). We may modify System Standards for the Computer System from time to time, including the designated or approved suppliers for the Computer System, and you must update your Computer System to comply with the modified System Standards promptly after you receive notice. There are no contractual limitations on the frequency and cost of this obligation, and we are not required to reimburse you for these costs.

Currently, the Computer System is comprised of (i) point-of-sale software with one to two hardware terminals and the same number of receipt printers, including integration for online delivery management; (ii) labor management and scheduling software which connects to payroll and timekeeping applications; (iii) accounting software; (iv) internal communications and inventory management software; (v) reputation management software; and (vi) a security system with cameras. We estimate the cost of acquiring and installing the Computer System will be $2,000 to $4,000.

We estimate the ongoing cost of maintaining and upgrading the Computer System to meet the then-current System Standards to be approximately $3,200 to $3,600 per year. This amount includes the monthly subscription fees that you must pay for the required point-of-sale software and certain other required third-party subscriptions. We also have the right to charge you a technology fee as described in Item 6. Neither we nor our affiliates have any obligation to provide ongoing maintenance, repairs, upgrades, or updates to your Computer System.

You must use the Computer System to maintain certain sales and other financial data, customer information, and other information we designate. We will have unlimited, independent access to your Computer System at all times, other than the software you use to maintain payroll and other human resource files. You must ensure that we and our designees will have the right to collect and retain from the Computer System any and all data concerning your Shop.

Initial and Ongoing Training

Initial Training Program. For the first Jeni's Ice Creams Scoop Shop that you develop, prior to your Opening Date, you (or if you are conducting business as an entity, your Principal Owner) and your Shopkeeper (together, the "Mandatory Trainees") must complete an initial training program conducted by us on the material aspects of operating a Jeni's Ice Creams Scoop Shop (the "Initial Training Program") to our satisfaction. We will control the substance and duration of our Initial Training Program, which will be held at a location of our choice, which may be virtual. If this is the first Jeni's Ice Creams Scoop Shop you develop, we will provide the Initial Training Program for up to three attendees that you select and we approve, at no cost to you, which must include your Mandatory Trainees, provided all attendees attend the Initial Training Program at the same time. We may vary the contents or duration of the Initial Training Program based on the experience, role, responsibilities of your attendees, and other factors we determine. We will also determine the timing, dates, and schedule of the Initial Training Program. If we determine that the Mandatory Trainees cannot complete the Initial Training Program to our satisfaction, we may terminate your Franchise Agreement. Scheduling of the Initial Training Program is based on the availability of the Mandatory Trainees and our trainers, training facility availability and the projected Opening Date for your Shop.

We may charge you our then-current fee for the Initial Training Program (currently $1,000 per attendee, plus reimbursement of our costs and expenses) if: (i) you request that more than three persons attend the Initial Training Program for your first Jeni's Ice Creams Scoop Shop, and we approve such persons to attend; (ii) we provide any portion of the Initial Training Program more than once to accommodate your attendees; and/or (iii) you request and/or we require that your Mandatory Trainees attend the Initial Training Program for the second or subsequent Jeni's Ice Creams Scoop Shop you develop. We may also deny your request for additional attendees at the Initial Training Program, other than the Mandatory Trainees for your first Jeni's Ice Creams Scoop Shop, for any reason.

As of the date of this Disclosure Document, the Initial Training Program that we provide to new Jeni's Ice Creams Scoop Shop franchisees is comprised of the following components:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Site Selection & Real Estate	0	2	Virtually
Design & Construction	0	2	Virtually
Business Set Up	0	2	Virtually
New Shop Opening Marketing Plan	0	2	Virtually
Jeni’s History, Mission & Values	0	4	Virtually
New Shop Opening Set-Up	0	28 -36	Virtually
Recruiting & On-Boarding Employees	0	4	Virtually
POS & Technology	0	4	Virtually
Leadership, Management & Playbook	0	2	Virtually
Food Safety & Cleaning	4	4	Virtually, a Training Shop, and your Shop
In-Shop Training	20 - 36	0	Your Shop
TOTAL	**24 - 40**	**54 - 62**	

Our training team is led by Regis Duffy, our Vice President of Shops, who has 15 years of experience with us and our affiliates and 10 years of experience with the subject matters taught. Our training materials include the Brand Manual and other training and operations materials and manuals.

On-Site Opening Support. If you are developing your first Jeni’s Ice Creams Scoop Shop, we will send one or more of our representatives to your Shop to assist you with your Shop’s grand opening for 5 days at no additional cost to you. We will determine the identity and quantity of the representative(s) we send to your Shop and the schedule for all such on-site opening support in our discretion (which may be before and/or after your Opening Date). If we determine that you need more than 5 days of opening support to bring your Shop into compliance with System Standards, and/or you request more than 5 days of opening support and we agree to provide it, you must pay our then-current additional training fee (currently, $500 per trainer per day, plus reimbursement of our costs and expenses). If we determine that you need on-site opening support for your second or subsequent Jeni’s Ice Creams Scoop Shop to satisfy the System Standards, and/or you request and we agree to provide such on-site support for your second or subsequent Jeni’s Ice Creams Scoop Shop, you must pay our then-current additional training fee (currently, $500 per trainer per day, plus reimbursement of our costs and expenses).

Personnel Training. You must ensure that all of your employees and personnel, including any Shopkeeper(s), are appropriately trained to operate your Shop in accordance with the Franchise Agreement and our System Standards. We may establish certain minimum requirements for your employee training programs, including that we may require that your Mandatory Trainees and/or other personnel complete a nationally recognized health certification course. If you engage any new Shopkeeper(s) during the term of the Franchise Agreement, we may require that such person(s) satisfactorily complete a training program we have approved before providing services at your Shop. If we do not approve you to offer training to Shopkeeper(s), and/or you are at any time not in compliance with our System Standards, we may require such Shopkeeper(s) complete our then-current Initial Training Program, and we may charge our then-current training fee for the Initial Training Program (currently, $1,000 per attendee, plus our costs and expenses). You are responsible for all costs and expenses that you and your personnel incur for all training that we provide.

You must pay all expenses (including wages, transportation, food, lodging, and workers' compensation insurance) that you and your Mandatory Trainees or any other personnel incurs during any and all meetings and/or training courses and programs, including the Initial Training Program.

Ongoing Training and Guidance. Subject to limitations on scheduling, availability, and similar resources, we will provide you with other general advice from time to time regarding the operation of your Shop. We may provide guidance on the telephone, virtually, or at our offices. If you request, and we agree to provide, additional or special guidance, assistance, or training, we may charge you our then-current additional training fee, and you must reimburse all of our and our representatives' costs for providing such guidance, assistance, or training, including travel, food, accommodations, and living expenses. Additionally, if we at any time determine that you are not operating your Shop in compliance with our System Standards, we may require additional training for your Mandatory Trainees, and we may charge you our then-current additional training fee for such training (currently, $500 per trainer per day, plus reimbursement of our costs and expenses).

We may from time to time require that your Mandatory Trainees attend and satisfactorily complete various ongoing training courses and/or certification programs at the times and locations that we designate, including courses and programs provided by us, our affiliates, our representatives, or other third-parties we designate. We may also require you (or your Principal Owner) and your Shopkeeper attend an annual meeting of franchise owners at the location we designate. If we host such a conference, you must pay our then-current conference fee (up to $1,500 per person), for each required attendee regardless of whether such persons attend the conference.

ITEM 12
TERRITORY

Area Development Agreement

You will not receive an exclusive territory under the Area Development Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, as long as you are in compliance with your Area Development Agreement, all Franchise Agreements signed pursuant to the Area Development Agreement, and subject to the exclusions and limitations described below, neither we nor any of our affiliates will establish or operate or authorize any other person to establish or operate a Jeni's Ice Creams Scoop Shop in your Development Area. Otherwise, you have no territorial protection and we and our affiliates retain all rights to conduct business activities of any kind, including the right to:

(1) establish and operate, and allow others to establish and operate, other Jeni's Ice Creams Scoop Shops using the System, at any location outside the Development Area, on such terms and conditions we deem appropriate;

(2) establish and operate, and allow others to establish and operate, any other type of business, including any business that may offer products and services which are identical to, similar to, or competitive with products and services offered by Jeni's Ice Creams Scoop Shops, under trade names, trademarks, service marks, and commercial symbols other than the "Jeni's®" name and marks, anywhere in the world, including in the Development Area;

(3) establish, and allow others to establish, businesses and distribution channels other than a Jeni's Ice Creams Scoop Shop (including, selling products at retail, wholesale, or through the internet, catalog sales, telemarketing, direct marketing, e-commerce, product lines in other businesses, or through any other digital presence), wherever located or operating, including in your Development Area, regardless of the nature or location of the customers with whom such other businesses and distribution channels do business, including businesses that operate under trade names, trademarks, service marks, or commercial symbols that are similar to, the same, or competitive with the Marks, and/or that sell products or services similar to and/or the same as those that Jeni's Ice Creams Scoop Shops sell, including the offer and sale of Jeni's®-branded ice cream or products at third-party businesses;

(4) establish and operate, and allow others to establish and operate, any Jeni's Ice Creams Scoop Shop, or other business using the System, and/or offering and selling any of the products or services that are similar to, the same, or competitive with those products or services offered by Jeni's Ice Creams Scoop Shops, at or through any non-traditional venues, including temporary or seasonal facilities or businesses operated within any larger venue or closed market such as an airport, hospital or medical center, casino or gaming center, convention or business center, fairground, state, local, or national park, hotel or resort, military base, transportation or transit center, university stadium or entertainment center, at any location in the world, including in the Development Area;

(5) conduct marketing, advertising, and/or other promotional activities, events, and campaigns, at any location in the world, including in the Development Area, including events, activities, and campaigns that involve product giveaways and/or the offer and sale of products and services similar to and/or the same as those that Jeni's Ice Creams Scoop Shops sell, and/or using the Marks;

(6) be acquired by or acquire (regardless of the form of transaction(s)), any other business, including businesses that operate or allow others to establish and operate businesses similar to, the same, or competitive with Jeni's Ice Creams Scoop Shops, at any location in the world, including in the Protected Territory (and in the event of such an acquisition, we and/or the acquirer and its affiliates will have the right to continue to establish and operate, and authorize others to establish and operate, such businesses, at any location in the world, including in the Development Area); and

(7) engage in all other activities not expressly prohibited by the Area Development Agreement, at any location in the world, including in the Development Area.

The size of your Development Area will depend on the number of Jeni's Ice Creams Scoop Shops you develop, the geography and demographics of the region, traffic patterns, competition, site availability, your experience, and other factors we establish. You will know the size of the Development Area before you sign the Area Development Agreement. You are responsible for locating and presenting to us proposed sites for Jeni's Ice Creams Scoop Shops in the Development Area. We will approve or disapprove the proposed site for any Jeni's Ice Creams Scoop Shop based on our then-current standards.

If you fail to comply with the Development Schedule, in addition to our other remedies under the Area Development Agreement, we may terminate or reduce the size of your Development Area, and/or terminate the territorial protections that you have in some or all of your Development Area. Otherwise, continuation of your territorial rights under the Area Development Agreement does not depend on your achieving a certain sales volume, market penetration, or other contingency.

Franchise Agreement

You will not receive an exclusive territory under the Franchise Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, as long as you are in compliance with your Franchise Agreement and all other agreements with us and our affiliates, and subject to the exclusions and limitations described below, neither we nor any of our affiliates will establish or operate or authorize any other person to establish or operate a Jeni's Ice Creams Scoop Shop in the geographic area designated in your Franchise Agreement (your "Protected Territory").

If you have not selected a site for your Shop as of the effective date of the Franchise Agreement, we will identify the Protected Territory once you sign your approved Lease. If a Protected Territory is not designated in your Franchise Agreement, or until such time that one is, you have not been awarded any Protected Territory. If we identify a site selection area in your Franchise Agreement, that area is strictly to limit your site selection activities. You will receive no territorial protection of any kind in the site selection area, or any other geographic area, other than your Protected Territory.

Other than your Protected Territory, if any, you have no territorial protection and we and our affiliates retain all rights to conduct business activities of any kind in any location, including the right to:

(1) establish and operate, and allow others to establish and operate, other Jeni's Ice Creams Scoop Shops using the Marks and the System, at any location outside the Protected Territory, on such terms and conditions we deem appropriate;

(2) establish and operate, and allow others to establish and operate, any other type of business, including any business that may offer products and services which are identical to, similar to, or competitive with products and services offered by Jeni's Ice Creams Scoop Shops, under trade names, trademarks, service marks, and commercial symbols other than the Marks, anywhere in the world, including in the Protected Territory;

(3) establish, and allow others to establish, businesses and distribution channels other than a Jeni's Ice Creams Scoop Shop (including, selling products at retail, wholesale, or through any Digital Presence), wherever located or operating, including in your Protected Territory, regardless of the nature or location of the customers with whom such other businesses and distribution channels do business, including businesses that operate under trade names, trademarks, service marks, or commercial symbols that are similar to, the same, or competitive with the Marks, and/or that sell products or services similar to and/or the same as those that Jeni's Ice Creams Scoop Shops sell, including the offer and sale of Jeni's®-branded ice cream or products at third-party businesses;

(4) establish and operate, and allow others to establish and operate, any Jeni's Ice Creams Scoop Shop, or other business using the Marks and/or the System, and/or offering and selling any of the products or services that are similar to, the same, or competitive with those products or services offered by Jeni's Ice Creams Scoop Shop, at or through any non-traditional venues, including, temporary or seasonal facilities or business operated within any larger venue or closed market such as an airport, hospital, or medical center, casino or gaming center, convention or business center, fairground, state, local, or national park, hotel or resort, military base, transportation or transit center, university, stadium, or entertainment center, at any location in the world, including in the Protected Territory;

(5) conduct marketing, advertising, and/or other promotional activities, events, and campaigns, at any location in the world, including in the Protected Territory, including events, activities, and campaigns that involve product giveaways and/or the offer and sale of products and services similar to and/or the same as those that Jeni's Ice Creams Scoop Shops sell, and/or using the Marks;

(6) be acquired by or acquire (regardless of the form of transaction(s)), any other business, including businesses that operate or allow others to establish and operate businesses similar to, the same, or competitive with Jeni's Ice Creams Scoop Shops, at any location in the world, including in the Protected Territory (and in the event of such an acquisition, we and/or the acquirer and its affiliates will have the right to continue to establish and operate, and authorize others to establish and operate, such businesses, at any location in the world, including in the Protected Territory); and

(7) engage in all other activities not expressly prohibited by the Franchise Agreement, at any location in the world, including in the Protected Territory.

We may offer and sell and grant others the right to offer and sell goods and services to customers located anywhere, including in your Protected Territory. There are no limitations on your ability to solicit customers in any location. However, you may not engage in any promotional or similar activities, whether directly or indirectly, through any Digital Presence. You may not sell any Shop product or service through any alternative channel of distribution, including any Digital Presence.

You may not relocate your Shop to a location other than the Premises without our prior approval. If we approve the relocation of your Shop, you must pay a relocation fee of $7,500, plus reimbursement of our out-of-pocket expenses processing the change, including legal fees. We will make all decision about whether to approve a relocation based on our then-current criteria, including the reason for relocation and the specifications of the alternative site, including visibility, size, layout, adjacent uses, parking, demographics, local competition, and other factors.

Additional Franchise Rights

Unless you have signed an Area Development Agreement to develop multiple Jeni's Ice Creams Scoop Shops under the terms and conditions contained in that Area Development Agreement, we do not grant any options, rights of first refusal, or similar rights to obtain additional franchises. If you wish to obtain an additional franchise location, you must enter into a separate Franchise Agreement for that location.

Affiliated Brands

We and our affiliates have not established, operated, or franchised, and do not currently intend to establish, operate, or franchise, any other franchises or company-owned outlets offering similar services or goods under a different trademark.

Payment for Rights

We are not required to pay you if we exercise any of the rights specified in this Item 12.

ITEM 13
TRADEMARKS

Principal Marks

Parent owns the following Marks, which have been registered or have been applied for on the Principal Register of the U.S. Patent and Trademark Office:

Mark	Registration Number	Registration Date
JENI'S	Reg. No. 3,993,977	July 12, 2011
	Reg. No. 3,993,979	July 12, 2011
	Reg. No. 6,789,080	July 12, 2022
	Reg. No. 3,993,978	July 12, 2022

All required affidavits of use and renewals will be filed in a timely manner. There is presently no effective determination of the U.S. Patent and Trademark Office, the Trademark Trial & Appeal Board, the trademark administrator of any state or any court, nor any pending infringement, opposition or cancellation proceeding or any pending material litigation involving our principal Marks.

We license the Marks from Parent under a License Agreement dated June 17, 2025 (the "License Agreement"). The term of the License Agreement will continue for 99 years from its effective date unless terminated. The License Agreement may be terminated (resulting in the loss of our right to use and to sublicense the use of the Marks to you) by mutual agreement of the parties, by us if Parent breaches its obligations and fails to cure such breach, or by Parent for a number of reasons, including if we default on any obligations, we are dissolved, or if we cease to be under Parent's control. All rights in and goodwill from the use of the Marks accrue to Parent. Except as described above, no agreement significantly limits our rights to use or sublicense the Marks in a manner material to the franchise.

Your Use of the Marks and the System

If we decide to modify, substitute, add, or discontinue the use of any Marks or the System, you must make the modifications and updates we specify and comply with all other directions we give regarding the use of the Marks and the System in connection with your Shop within a reasonable time after receiving notice from us. We are not required to reimburse you for any costs or expenses associated with making such changes, promoting a modified or substitute Mark, or for any loss of revenue due to any modifications to the Marks or System.

Infringement, and Claims

You will be required to notify us immediately of any apparent infringement or challenge to your use of the Marks or the System, or of any person's claim of any rights in the Marks or the System, and not to communicate with any person other than us, our affiliates and our and their attorneys, and your attorneys, regarding any infringement, challenge, or claim. The Franchise Agreement does not require us to take affirmative action when notified of these uses or claims. We and our affiliates may take the action we deem appropriate (including no action) and control exclusively any litigation or other legal or administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning the Marks or the System. You must sign any documents and take any other action that we deem necessary or advisable to protect and maintain our and our affiliates' (as applicable) interests in the Marks and the System. Neither we nor our affiliates will have any obligation to defend the Marks or the System from valid claims of prior use or of lawful concurrent use by others.

We will reimburse you for all damages and expenses that you incur in defending any trademark infringement proceeding disputing your authorized use of the Marks under the Franchise Agreement if you have timely notified us of, and comply with our directions in responding to, the proceeding, and are in compliance with your Franchise Agreement. We are not required to assume your defense. If we or our affiliates choose to control the defense of any such proceeding, such person may choose its own legal counsel and other similar representatives, and it will not be liable to you or any of your affiliates or representatives for any costs or expenses incurred on the basis of any additional or separate legal counsel or similar representatives you or they retain.

We are not aware of any superior rights or infringing uses that could materially affect your use of the Marks in any state where your Shop may be located.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any patents that are material to the franchise. We have not filed any patent applications that are material to the franchise.

We and/or our affiliates claim copyrights in the Brand Manual, content on Digital Presences, advertising materials, any or all of the design elements contained within the Marks, and other advertising or marketing materials used in operating Jeni's Ice Creams Scoop Shops and the System. We have not registered these copyrights with the U.S. Copyright Office. You may use the copyrighted works only as we specify while operating your Shop (and must stop using them if we so direct you). We may modify or discontinue using the subject matter covered by any copyrighted works. There currently are no effective adverse determinations regarding the copyrighted materials. We are not aware of any infringing uses of our copyrighted works which could materially affect your use of the copyrighted works. We need not protect or defend our copyrighted works. We may control any action involving the copyrighted works, even if you bring the matter to our attention. We need not take affirmative action when notified of infringement of or participate in your defense nor indemnify you for damages or expenses in a proceeding involving the copyrighted works.

You and your owners and personnel may be provided and/or have access to non-public information about the System and the operation of Jeni's Ice Creams Scoop Shops, including your Shop (the "Confidential Information"), including: (i) site selection criteria, market or demographic research, and/or other real estate reports; (ii) training and operations materials and manuals, including the Brand Manual; (iii) the system standards and other methods, formats, specifications, standards, systems, procedures, techniques, sales and marketing techniques, knowledge, and experience used in developing, promoting and operating Jeni's Ice Creams Scoop Shops; (iv) recipes, ingredient lists, nutrition facts, methods of preparation, and other information about products and menu items, including the existence or specifications of any seasonal or other unreleased products and menu items; (v) market research, promotional, marketing, and advertising programs for Jeni's Ice Creams Scoop Shops; (vi) identity or specifications of any of our required, approved, or designated suppliers, products, or services; (vii) any software or technology which is proprietary to the System, including any login credentials for, source code of, and data, reports, and other materials generated by the software or technology; (viii) knowledge of the operating results and financial performance of any Jeni's Ice Creams Scoop Shops, including your Shop; (ix) customer data, including personal information, analytic data, and opt-in/opt-out preferences; and (x) any other information designated as confidential or proprietary by us.

All Confidential Information is exclusively owned by us or our affiliates and is proprietary to our System (other than certain personal information relating to your employees and personnel, and/or certain other data that we do not have access to or are otherwise designated or restricted by us). You and your owners will (and to use each of your best efforts to cause each of your respective current and former spouses, immediate family members, owners, officers, directors, employees, representatives, affiliates, successors and assigns to): (i) process, retain, use, collect, and disclose our Confidential Information strictly to the limited extent, and in such a manner, as necessary for the development and operation of your Shop in accordance with the Franchise Agreement; (ii) process, retain, use, collect, and disclose our Confidential Information strictly in accordance with the privacy policies and system standards we establish, and our and our representative's instructions; (iii) keep confidential and not disclose, sell, distribute, or trade our Confidential Information to any person other than those of your employees and representatives who need to know such Confidential Information for the purpose of assisting you in operating your Shop in accordance with the Franchise Agreement (you will be responsible for any violation of this requirement by any person to whom you provide Confidential Information); (iv) not make unauthorized copies of any of our Confidential Information; (v) adopt and maintain administrative, physical and technical safeguards to prevent unauthorized use or disclosure of any of our Confidential Information, including by establishing reasonable security and access measures, restricting its disclosure to key personnel, and/or by requiring persons who have access to such Confidential Information to be bound by contractual obligations to protect such Confidential Information and preserve our rights and controls in such Confidential Information, in each case that are no less protective or beneficial to us than the terms of the Franchise Agreement (and we may designate or approve the form of confidentiality agreement that you will use); and (vi) at our request, destroy or return any of the Confidential Information. Confidential Information does not include information, knowledge, or know-how, which is lawfully known to the public without violation of applicable law or an obligation to us or our affiliates.

For any "personally identifiable information", you must also: (i) process, retain, use, collect, and disclose all personal information only in strict accordance with all applicable laws, regulations, orders, the guidance and codes of practice issued by industry or regulatory agencies, and the privacy policies and terms and conditions of any applicable Digital Presence; (ii) assist us with meeting our compliance obligations under all applicable laws, regulations, and orders relating to personal information, including the guidance and codes of practice issued by industry or regulatory agencies; and (iii) promptly notify us of any communication or request from any customer or other person to access, correct, delete, opt-out of, or limit activities relating to any personal information.

All improvements, developments, derivative works, feedback, enhancements, or modifications to any component of the franchise system, including any new or modified systems of operation, and any information or materials made or created by you, your employees or your representatives, whether developed separately or in conjunction with us, will become part of the System and be owned by us and our affiliates. If you, your employees, or your representatives are deemed to have any interest in such intellectual property, you must assign all right, title, and interest in and to such innovations to us and will obtain the same from your personnel and representatives.

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

You must identify one of your owners who is a natural person with at least 10% ownership interest and voting power in you and who will have authority and signatory power on your behalf (the "Principal Owner") to supervise the business you conduct under the Franchise Agreement. Your Principal Owner must be authorized to deal with us in all matters whatsoever which may arise with respect to the Franchise Agreement. You must obtain our written consent prior to changing the Principal Owner.

You are solely responsible for the management, direction and control of your Shop and all day-to-day operations of your Shop. You must supervise the management and day-to-day operation of your Shop and continuously exert best efforts to promote and enhance your Shop. If you (or your Principal Owner) does not wish to manage the operation of your Shop on a day-to-day basis, you must obtain our approval of any person that you wish to engage to supervise the management of your Shop (each a "Shopkeeper"). We may establish conditions for approving any such Shopkeeper, which may include the completion of training, confirmation that such Shopkeeper will have no competitive business, and/or execution of a non-disclosure agreement. During any period in which no Shopkeeper is approved (including because the Shopkeeper resigns or otherwise indicates to us or you that he or she wishes to cease acting as your Shopkeeper, or we disapprove of your Shopkeeper for any reason), you (or your Principal Owner) must supervise the day-to-day operations of your Shop. Your Shop must always be under the direct on-site supervision of one or more persons who we have approved and who have completed the Initial Training Program to our satisfaction. Each Jeni's Ice Creams Scoop Shop must have a separate Shopkeeper.

If you are a legal business entity, each of your direct and indirect owners with a 10% or greater ownership interest in you must execute a guaranty in the form personally to be bound, jointly and severally, by all provisions of the Franchise Agreement and any ancillary agreements between you and us. Our current form of guaranty is attached as Attachment D to the Franchise Agreement. If any owner is an individual, his or her spouse must consent in writing to that owner's execution of the guaranty.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Products and Services

You must: (i) offer and sell from your Shop all of the products and services that we specify; (ii) not offer or sell at your Shop, the Premises, or any other location any products or services we have not authorized; and (iii) discontinue selling and offering for sale any products or services that we at any time disapprove. You will offer for sale and sell at your Shop authorized products and services only in the manner (including days and hours of operation) and at the locations we have prescribed. We may authorize one or more Jeni's Ice Creams Scoop Shops to offer additional, different, or modified attractions, products, or services, and we are under no obligation to authorize every Jeni's Ice Creams Scoop Shop to offer the same products or services. We may condition our approval for any such products or services on our then-current criteria, and/or additional terms and conditions that we establish. If we at any time (including after our initial approval) determine that you fail to meet our system standards for offering or selling any products or services, we may permanently or temporarily terminate your right to offer or sell such products or services.

We may authorize you to offer off-site products or services from your Shop, including delivery and/or catering. If we authorize you to offer any off-site products or services from your Shop, you must comply with all of our System Standards that we establish for such products and services, which may include geographic limitations for where you may offer such products and services. We may modify our System Standards, including geographic limitations, for off-site products and services at any time with notice to you. Other than off-site services we have expressly approved, you may operate your Shop only at the Premises. Other than in connection with services or products we have expressly authorized for your Shop, you may not offer, sell, or distribute any products or services at wholesale or through alternative channels of distribution without our express approval.

If we modify our system standards for the products and services that we require your Shop to offer and sell, you must immediately bring your Shop into compliance with our System Standards for such products or services, including by purchasing or leasing any necessary operating assets, making any required changes to signage and advertising materials, and updating your Computers System to include any software, hardware, or other equipment necessary to offer such products or services.

Proprietary Products

You may not under any circumstances offer or sell any ice cream, ice cream-related retail products, or other ice cream products of any kind other than the Proprietary Products sold by us, Parent, other designated affiliates, and/or required suppliers.

Pricing Requirements

Unless prohibited by applicable law, we may from time to time set a maximum or minimum price that you may charge for products and services offered by Jeni's Ice Creams Scoop Shops. If we impose such a maximum or minimum price for any product or service, you may charge any price for the product or service up to and including our designated maximum price or down to and including our designated minimum price. The designated maximum and minimum prices for the same product or service may, at our option, be the same. For any product or service for which we do not impose a maximum or minimum price, we may require you to comply with an advertising policy adopted by us which will prohibit you from advertising any price for a product or service that is different than our suggested retail price. Although you must comply with any advertising policy we adopt, you will not be prohibited from selling any product or service at a price above or below the suggested retail price unless we impose a maximum price or minimum price for such product or service.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement, Area Development Agreement, and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

Provision	Section in Agreement	Summary
(a) Length of the franchise term	Franchise Agreement – Section 1.B	10 years after signing your Franchise Agreement.
	Area Development Agreement – Section 1.B	The term ends on the earlier of (i) the opening of the last Jeni's Ice Creams Scoop Shop required under the Development Schedule, or (ii) the last day of the last development period.
(b) Renewal or extension of the term	Franchise Agreement – Section 13	If you satisfy the conditions in the Franchise Agreement, you may renew your franchise for two successive terms of 5 years.
	Area Development Agreement	Not Applicable
(c) Requirements for franchisee to renew or extend	Franchise Agreement – Section 13	You must meet the following conditions to qualify for a renewal franchise: (i) give us notice 180 to 270 days before expiration; (ii) substantially comply with the Franchise Agreement during its term; (iii) maintain possession of the Premises for at least as long as the full term of the renewal franchise; (iv) bring your Shop into compliance with System Standards for new Jeni's Ice Creams Scoop Shops; (v) pay us a renewal fee; (vi) for at least 60 days prior and until the renewal is effective, remain in full compliance with the Franchise Agreement and all System Standards; (vii) sign our then-current Franchise Agreement, the terms of which may be materially different from your current Franchise Agreement; (viii) sign a general release (subject to state law); and (ix) we are offering franchises for Jeni's Ice Creams Scoop Shops in your geographic market at that time.

Provision	Section in Agreement	Summary
	Area Development Agreement	Not Applicable
(d) Termination by franchisee	Franchise Agreement –Section 14.B	You may terminate the Franchise Agreement if you are in full compliance with the applicable agreement, we materially breach the Franchise Agreement, and we do not cure the default within 30 days after notice from you, or, if we cannot correct the failure within 30 days, we fail to give you reasonable evidence of our effort to correct the failure within 30 days after you deliver notice to us (subject to state law). Termination is effective an additional 30 days after you deliver to us written notice of termination.
	Area Development Agreement – Section 5.B	You may terminate the Franchise Agreement if you are in full compliance with the applicable agreement, we materially breach the Franchise Agreement, and we do not cure the default within 30 days after notice from you, or, if we cannot correct the failure within 30 days, we fail to give you reasonable evidence of our effort to correct the failure within 30 days after you deliver notice to us (subject to state law). Termination is effective an additional 30 days after you deliver to us written notice of termination.
(e) Termination by franchisor without cause	Franchise Agreement	We may not terminate the Franchise Agreement without cause.
	Area Development Agreement	We may not terminate the Area Development Agreement without cause.
(f) Termination by franchisor with cause	Franchise Agreement – Section 14.C	We may terminate the Franchise Agreement if you or your owners commit one of several violations.
	Area Development Agreement – Section 5.C	We may terminate the Area Development Agreement if you or your owners commit one or several violations.
(g) "Cause" defined — curable defaults	Franchise Agreement – Section 14.C	10 days to pay past due amounts owed to us or our affiliates; applicable cure period to pay past due amounts owed third-parties; 72 hours to cure violations of law, ordinance, rule or regulation of a governmental agency; 10 days to cure any deficiencies in insurance; 30 days to cure an attachment, seizure, warrant, writ, or levy on your Shop, or to vacate any order appointing a receiver, trustee, or liquidator on your Shop or its assets; 15 days to cure failures identified in quality assurance audit, mystery shopper visit, or other inspection; 24 hours to cease selling any ice cream products at or from your Shop other than the Proprietary Products; 48 hours to cure inventory shortages of Proprietary Products; and 30 days to cure a breach of any other provision or obligation under the Franchise Agreement or any agreement between you (and your affiliates) and us (and our affiliates) (subject to state law).

Provision	Section in Agreement	Summary
	Area Development Agreement – Section 5.C	72 hours to cure violations of law, ordinance, rule or regulation of a governmental agency; 10 days to pay past due amounts owed to us or our affiliates; 30 days to cure an attachment, seizure, warrant, writ, or levy on your assets, or to vacate any order appointing a receiver, trustee, or liquidator on your assets; and 30 days to cure a breach of any other provision of the Area Development Agreement or any agreement between you (and your affiliates) and us (and our affiliates) including any Franchise Agreement (subject to state law).
(h) "Cause" defined — non-curable defaults	Franchise Agreement – Sections 14.A and 14.C	Material misrepresentations or omissions; failure to obtain site or lease approval by the specified deadlines; failure to open your Shop for business by the specified deadline; your Mandatory Trainees do not successfully complete the Initial Training Program; abandonment or failure to operate your Shop for more than 3 consecutive days; felony; beach of non-competition, confidentiality, or other or breach of intellectual property covenants; unapproved transfer; default or termination of Lease or loss of your right to occupy the Premises; failure to pay taxes due; understatement of Net Sales 2 or more times; 3 or more breaches within 12 months, or 2 or more of the same breach within 12 months, regardless of cure; immediate health or safety risk; and assignment for benefit of creditors or bankruptcy.
	Area Development Agreement – Section 5.A and 5.C	Material misrepresentations or omissions; failure to satisfy development schedule; abandonment; unapproved transfers; felony; 3 or more breaches within 12 months, or 2 or more of the same breach within 12 months, regardless of cure; assignment for benefit of creditors or bankruptcy.
(i) Franchisee's obligations on termination / non-renewal	Franchise Agreement – Section 15	Pay all amounts owed; close your Shop for business; cease using the Marks; cease identifying yourself as a current or former franchise owner of Jeni's Ice Creams Scoop Shops; remove all materials and signage bearing the Marks and remove all proprietary trade dress to de-identify the Premises; cease using contact information and Digital Presences and transfer controls to us; return or destroy all items, forms, and material contain the Marks and return or destroy Confidential Information (including the Brand Manual and any and all customer data); comply with all other System Standards and applicable laws for closure and de-identification; and provide us evidence of compliance with all obligations. You must also pay us lost revenue damages if we terminate the Franchise Agreement for your breach, or you improperly terminate the Franchise Agreement.
	Area Development Agreement – Section 5.D	Cease to conduct business, exercise development rights, and search for sites for Jeni's Ice Creams Scoop Shops; cease identifying yourself as an area developer; return to us or destroy

Provision	Section in Agreement	Summary
		any and all Confidential Information; comply with all other system standards and all applicable laws; and pay all amounts owing to us up to the date of termination.
(j) Assignment of contract by franchisor	Franchise Agreement – Section 12.A	There is no restriction on our right to assign.
	Area Development Agreement – Section 4.A	There is no restriction on our right to assign.
(k) "Transfer" by franchisee — defined	Franchise Agreement – Section 12.B	"Transfer" includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition, including transfer by reason of merger, consolidation, issuance of additional securities, death, disability, divorce, insolvency, encumbrance, foreclosure, surrender or by operation of law, and/or any transfer, surrender, loss of the possession, control, or management of: (i) the Franchise Agreement or any rights under or interest in the Franchise Agreement, (ii) your Shop or substantially all of its assets, or (iii) any direct or indirect ownership interest in you, if you operate as an entity.
	Area Development Agreement – Section 4.B	"Transfer" includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition, including transfer by reason of merger, consolidation, issuance of additional securities, death, disability, divorce, insolvency, encumbrance, foreclosure, surrender or by operation of law of: (i) the Area Development Agreement or any rights under or interest in the Franchise Agreement, (ii) the development rights, or (iii) any direct or indirect ownership interest in you, if you operate as an entity.
(l) Franchisor approval of transfer by franchisee	Franchise Agreement – Sections 12.B and 12.C	You may not make or initiate a transfer without our prior written approval, in accordance with the standards provided in the Franchise Agreement.
	Area Development Agreement – Sections 4.C and 4.D	You may not make or initiate a transfer without our prior written approval, in accordance with the standards provided in the Area Development Agreement.
(m) Conditions for franchisor approval of transfer	Franchise Agreement – Section 12.C	You submit an application for transfer and provide all information we request; the transfer and transferee must satisfy our criteria; you and your owners must be in compliance with your agreements with us; you provide us the documents we request about the transfer; you must execute all documents we require, including a general release (subject to state law); transferee and its personnel successfully complete our then-current Initial Training Program; all necessary actions under the Lease are completed; you correct existing deficiencies of your Shop; transferee signs our then-current franchise agreement, guaranty, and other documents, the provisions of which may differ materially from those contained in the Franchise Agreement; you pay a transfer fee; and you provide evidence of appropriate transfer of operations.

Provision	Section in Agreement	Summary
	Area Development Agreement – Section 4.C	You submit an application for transfer and provide all information we request; the transfer and transferee must satisfy our criteria; you and your owners must be in compliance with your agreements with us; you provide us the documents we request about the transfer; you must execute all documents we require, including a general release (subject to state law); you are transferring all Franchise Agreements concurrently, and have satisfied your transfer conditions for such transfers under the terms of the Franchise Agreements; transferee signs our then-current area development agreement and other documents, provisions of which may differ materially from those contained in your Area Development Agreement; you pay a transfer fee; you provide evidence of appropriate transfer of operations, including insurance and permits for transferee.
(n) Franchisor's right of first refusal to acquire franchisee's business	Franchise Agreement – Section 12.F	If you or any of your owners wish to conduct any transfer that would require our approval, you must obtain a copy of a bona fide written offer for the transfer and we will have the right of first refusal to obtain the transferred interest(s) on the same terms for 60 days after we receive a copy of the offer and all other information we request; we may substitute cash for any form of payment proposed in the offer; we are offered the same terms for any promissory notes or other deferred payments as those offered by the proposed transferee; we have an additional 90 days to prepare for closing after notifying you of our election to purchase; and we receive all customary representations and warranties given by the seller of the assets of a business or the ownership interests in any legal business entity. If the sale is not complete within 60 days after notice of intent to not exercise right of first refusal, or there is a material change in terms of the offer, we will have an additional right of first refusal.
	Area Development Agreement – Section 4.E	If you or any of your owners wish to conduct any transfer that would require our approval, as described above, you must obtain a copy of a bona fide, executed written offer for the transfer and we will have the right of first refusal to obtain the transferred interest(s) on the same terms; provided: we notify you of intend to purchase within 60 days after we receive a copy of the offer and all other information we request; we may substitute cash for any form of payment proposed in the offer; we are offered the same terms for any promissory notes or other deferred payments as those offered by the proposed transferee; we have an additional 90 days to prepare for closing after notifying you of our election to purchase; and we receive all customary representations and warranties given by the seller of the assets of a business or the ownership interests in any legal business entity. If the sale is not complete within 60 days after notice of intent to not exercise right

Provision	Section in Agreement	Summary
		of first refusal, or there is a material change in terms, we will have an additional right of first refusal.
(o) Franchisor's option to purchase franchisee's business	Franchise Agreement – Section 15.D	We may purchase any or all of the assets of your Shop (including the Premises, if it is owned by you or one of your owners or affiliates) upon the termination or expiration of the Franchise Agreement. The purchase price will be based upon the net realizable value of the tangible assets in accordance with the liquidation basis of accounting. We may exercise this right by giving you written notice of our election within 30 days after the termination or expiration. If challenged, the purchase price will be determined by an appraiser designated by us, with costs and fees shared equally by both parties. While any decision regarding purchasing your Shop is pending, we may operate your Shop on an interim basis as provided in the Franchise Agreement.
	Area Development Agreement	Not Applicable
(p) Death or disability of franchisee	Franchise Agreement – Section 12.D	Upon death or disability of you or your owners, the estate of such person must transfer all interest in your Shop to a party we approve within 180 days following the date of death or disability. If, as a result of the death or incapacity of the transferor, your Shop is not otherwise being managed by a Shopkeeper, a personal representative must appoint a Shopkeeper who we approve and who has completed our then-current Initial Training Program to supervise the day-to-day operations of your Shop within 15 days from the date of death or disability.
	Area Development Agreement – Section 5.C	Neither the Area Development Agreement nor any ownership interests in you may be transferred without our prior written consent.
(q) Non-competition covenants during the term of the franchise	Franchise Agreement – Section 7.A	You and your owners agree may not directly or indirect own and/or provide services to a Competitive Business, and/or divert any customers to a Competitive Business, during the term of the Franchise Agreement, in any location worldwide. "Competitive Business" means any business operating or granting franchises or licenses to others to operate any business for which ice cream, ice cream-based desserts or drinks, and/or other frozen desserts or drinks, or similar items represents more than 10% of the total gross revenue (subject to state law).
	Area Development Agreement – Section 3.C	You and your owners agree may not directly or indirect own and/or provide services to a Competitive Business, and/or divert any customers to a Competitive Business during the term of the Area Development Agreement, in any location worldwide.
(r) Non-competition covenants after the franchise is	Franchise Agreement –Section 15.C	For two years after termination, expiration, or transfer of the Franchise Agreement, you and your owners may not directly or indirect own and/or provide services to a Competitive Business, and/or divert any customers to a Competitive Business, which is located or operating (i) at the Premises or within a 5-mile radius of

Provision	Section in Agreement	Summary
terminated or expires		the Premises, or (ii) within a 5-mile radius of any other Jeni's Ice Creams Scoop Shop (subject to state law).
	Area Development Agreement – Section 5.E	For two years after termination, expiration, or transfer of the Area Development Agreement, you and your owners may not directly or indirect own and/or provide services to a Competitive Business, and/or divert any customers to a Competitive Business, which is located or operating (i) at the Premises or within a 5-mile radius of the Premises, or (ii) within a 5-mile radius of any other Jeni's Ice Creams Scoop Shop (subject to state law)
(s) Modification of the agreement	Franchise Agreement – Section 17.K	No modification unless by written agreement of both parties, but we may change the Brand Manual and system standards at any time.
	Area Development Agreement – Section 7.K	No modification unless by written agreement of both parties, but we may change the system standards at any time.
(t) Integration / merger clause	Franchise Agreement – Section 17.N	Only the written terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises outside the Franchise Agreement may not be enforceable. Nothing is intended to disclaim the representations we made in this Disclosure Document.
	Area Development Agreement – Section 7.L	Only the written terms of the Area Development Agreement and other related written agreements are binding (subject to state law). Any representations or promises outside the Area Development Agreement may not be enforceable. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.
(u) Dispute resolution by arbitration or mediation	Franchise Agreement – Section 17.F	Subject to state law, all controversies, disputes, or claims between us must be submitted for binding arbitration to the American Arbitration Association on demand of either party. We and you must arbitrate all disputes at a suitable location chosen by the arbitrator within 50 miles of our or, as applicable, our successor's or assign's then-current principal place of business (currently, Columbus, Ohio). Arbitration may not be conducted on a class-wide basis, consolidated with any other proceeding, or brought on your behalf by an association or agent.
	Area Development Agreement – Section 7.E	Subject to state law, all controversies, disputes or claims between us must be submitted for binding arbitration to the American Arbitration Association on demand of either party. We and you must arbitrate all disputes at a suitable location chosen by the arbitrator within 50 miles of our or, as applicable, our successor's or assign's then-current principal place of business (currently, Columbus, Ohio). Arbitration may not be conducted on a class-

Provision	Section in Agreement	Summary
		wide basis, consolidated with any other proceeding, or brought on your behalf by an association or agent.
(v) Choice of forum	Franchise Agreement – Section 17.H	Subject to state law and your obligation to arbitrate, you must commence actions in the court nearest to our or, as applicable, our successor's or assign's then-current principal place of business (currently, Columbus, Ohio).
	Area Development Agreement – Section 7.G	Subject to state law and your obligation to arbitrate, you must commence actions in the court nearest to our or, as applicable, our successor's or assign's then-current principal place of business (currently, Columbus, Ohio).
(w) Choice of law	Franchise Agreement – Section 17.G	Except for the Federal Arbitration Act and other federal law, the laws of the state of Ohio govern, without regard to its conflict of laws rules, except that any state law regulating the offer or sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently from the Franchise Agreement's terms (subject to state law).
	Area Development Agreement – Section 7.F	Except for the Federal Arbitration Act and other federal law, the laws of the state of Ohio govern, without regard to its conflict of laws rules, except that any state law regulating the offer or sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently from the Area Development Agreement's terms (subject to state law).

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote the franchise system.

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 performance at a particular location or under particular circumstances.

As of December 31, 2024, there were a total of 87 corporate-owned Jeni's Ice Creams Scoop Shops operating in the United States. Of the 87 corporate-owned Jeni's Ice Creams Scoop Shops, 2 opened during 2024 and were not operating for the entirety of 2024, and 2 operated on a limited seasonal basis and therefore were not operating for the entirety of 2024. The data presented in this Item 19 is based on the remaining 83 corporate-owned Jeni's Ice Creams Scoop Shops operating in the United States for the entirety of the 2024 calendar year (the "Item 19 Shops"). We had no franchised outlets operating as of the end of our most recent fiscal year and are therefore not able to present results for franchised outlets. The information for the Item 19 Shops is divided into quartiles based on annual Net Profit (defined below) for the 2024 calendar year.

2024 Calendar Year					
	Top 25% Net Profit	**Upper Mid 25% Net Profit**	**Lower Mid 25% Net Profit**	**Bottom 25% Net Profit**	**All Item 19 Shops**
Number of Shops	21	21	21	20	83
Annual Net Sales (1)					
Average Net Sales	$1,395,330	$995,156	$751,435	$838,645	$997,027
Highest Net Sales	$1,998,011	$1,461,260	$1,115,909	$1,476,282	$1,998,011
Lowest Net Sales	$1,026,767	$620,557	$434,152	$467,794	$434,152
Annual COGS and Profit Margin					
Average COGS (2)	$349,662	$261,437	$208,703	$243,833	$266,175
Gross Profit ($) (3)	$1,045,668	$733,719	$542,732	$594,812	$730,852
Gross Margin (%) (3)	74.9%	73.7%	72.2%	70.9%	73.3%
Annual Net Profit					
Direct Labor (4)	$284,554	$236,681	$187,007	$288,993	$248,831
Occupancy (5)	$137,834	$110,640	$110,022	$142,571	$125,058
Supplies (6)	$76,748	$55,815	$41,878	$57,041	$57,881
Credit Card Fees (7)	$40,916	$28,817	$21,897	$24,208	$29,017
Partnership Fees (8)	$18,871	$14,548	$11,410	$17,171	$15,480
Repairs and Maintenance (9)	$30,646	$23,397	$23,688	$28,009	$26,416
Other Costs (10)	$37,358	$32,965	$27,065	$34,150	$32,869
Total Operating Expenses (11)	$626,927	$502,864	$422,966	$592,142	$535,551

Imputed Royalty and Brand Fund Contribution (12)	$97,673	$69,661	$52,600	$58,705	$69,792
Net Profit ($) (13)	**$321,068**	**$161,195**	**$67,166**	**$(56,035)**	**$125,510**
Net Profit (%) (13)	**23.0%**	**16.2%**	**8.9%**	**-6.7%**	**12.6%**

1. Net Sales is calculated in the same manner as Net Sales under the Franchise Agreement, and includes all revenue derived from operating the Item 19 Shops, whether from cash, check, vouchers, tickets, or other comparable forms of payment, credit and debit card, barter exchange, trade credit, or other credit transactions, net of authorized discounts (i.e., employee discounts, free birthday scoops, and good neighbor discounts and loyalty rewards). Net Sales excludes: (i) all federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority, and (ii) tips and gratuities collected for employees of the Shops. Payments from online group-bought deals, gift certificate or gift card programs, or other similar programs were included in Net Sales upon redemption. In the top 25% quartile, 8 Item 19 Shops (38%) had annual Net Sales that met or exceeded the average annual Net Sales and $1,349,253 was the median annual Net Sales. In the upper mid 25% quartile, 8 Item 19 Shops (38%) had annual Net Sales that met or exceeded the average annual Net Sales and $966,583 was the median annual Net Sales. In the lower mid 25% quartile, 9 Item 19 Shops (43%) had annual Net Sales that met or exceeded the average annual Net Sales and $727,198 was the median annual Net Sales. In the bottom 25% quartile, 9 Item 19 Shops (45%) had annual Net Sales that met or exceeded the average annual Net Sales and $829,713 was the median annual Net Sales. Out of all Item 19 Shops, 34 (41%) had annual Net Sales that met or exceeded the average annual Net Sales and $933,444 was the median annual Net Sales.

2. COGS means the landed cost of ice cream products and other food, merchandise, beverage products, and ingredients. For products purchased from our Parent, we have imputed the price our Parent would have charged to these Item 19 Shops had they not been owned by our Parent and our affiliates. In the top 25% quartile, 12 Item 19 Shops (57%) had annual COGS equal to or lower than the average annual COGS, and $326,708 was the median annual COGS. In the upper mid 25% quartile, 11 Item 19 Shops (52%) had annual COGS equal to or lower than the average annual COGS and $252,800 was the median annual COGS. In the lower mid 25% quartile, 12 Item 19 Shops (57%) had annual COGS equal to or lower than the average annual COGS and $202,443 was the median annual COGS. In the bottom 25% quartile, 11 Item 19 Shops (55%) had annual COGS equal to or lower than the average annual COGS and $236,427 was the median annual COGS. Out of all Item 19 Shops, 47 (57%) had equal or lower COGS than the average annual COGS and $252,854 was the median annual COGS.

3. Gross Profit means annual Net Sales less annual COGS and is expressed as a dollar amount and as a percentage of annual Net Sales. In the top 25% quartile, 10 Item 19 Shops (48%) had annual Gross Profit that met or exceeded the average annual Gross Profit and $1,022,355 was the median annual Gross Profit. In the upper mid 25% quartile, 7 Item 19 Shops (33%) had annual Gross Profit that met or exceeded the average annual Gross Profit and $703,993 was the median annual Gross Profit. In the lower mid 25% quartile, 9 Item 19 Shops (43%) had

annual Gross Profit that met or exceeded the average annual Gross Profit and $525,365 was the median annual Gross Profit. In the bottom 25% quartile, 10 Item 19 Shops (50%) had annual Gross Profit that met or exceeded the average annual Gross Profit and $599,078 was the median annual Gross Profit. Out of all Item 19 Shops, 35 (42%) had annual Gross Profit that met or exceeded the average annual Gross Profit and $680,576 was the median annual Gross Profit.

4. Direct Labor means the cost of wages and other compensation paid to Shop employees together with payroll taxes and employee benefits, but excluding payroll admin costs. Direct Labor includes the cost of one Shopkeeper per Jeni's Ice Creams Scoop Shop but does not include compensation for any corporate employees of ours or our Parent (such as accounting and marketing personnel). In the top 25% quartile, 12 Item 19 Shops (57%) had annual Direct Labor equal to or lower than the average annual Direct Labor, and $272,760 was the median annual Direct Labor. In the upper mid 25% quartile, 11 Item 19 Shops (52%) had annual Direct Labor equal to or lower than the average annual Direct Labor and $231,486 was the median annual Direct Labor. In the lower mid 25% quartile, 12 Item 19 Shops (57%) had annual Direct Labor equal to or lower than the average annual Direct Labor and $162,713 was the median annual COGS. In the bottom 25% quartile, 9 Item 19 Shops (45%) had annual Direct Labor equal to or lower than the average annual Direct Labor and $301,316 was the median annual Direct Labor. Out of all Item 19 Shops, 44 (53%) had equal or lower Direct Labor than the average annual Direct Labor and $246,443 was the median annual Direct Labor.

5. Occupancy means the cost of rent, utilities, property insurance, and common area maintenance for the real property. In the top 25% quartile, 13 Item 19 Shops (62%) had annual Occupancy equal to or lower than the average annual Occupancy, and $130,062 was the median annual Occupancy. In the upper mid 25% quartile, 10 Item 19 Shops (48%) had annual Occupancy equal to or lower than the average annual Occupancy and $113,337 was the median annual Occupancy. In the lower mid 25% quartile, 13 Item 19 Shops (62%) had annual Occupancy equal to or lower than the average annual Occupancy and $94,301 was the median annual Occupancy. In the bottom 25% quartile, 11 Item 19 Shops (55%) had annual Occupancy equal to or lower than the average annual Occupancy and $133,354 was the median annual Occupancy. Out of all Item 19 Shops, 45 (54%) had equal or lower Occupancy than the average annual Occupancy and $122,727 was the median annual Occupancy.

6. Supplies means the cost of paper goods and related packaging and other supplies, such as cleaning and office supplies. In the top 25% quartile, 13 Item 19 Shops (62%) had annual Supplies equal to or lower than the average annual Supplies, and $73,237 was the median annual Supplies. In the upper mid 25% quartile, 8 Item 19 Shops (38%) had annual Supplies equal to or lower than the average annual Supplies and $58,813 was the median annual Supplies. In the lower mid 25% quartile, 8 Item 19 Shops (38%) had annual Supplies equal to or lower than the average annual Supplies and $43,941 was the median annual Supplies. In the bottom 25% quartile, 14 Item 19 Shops (70%) had annual Supplies equal to or lower than the average annual Supplies and $48,695 was the median annual Supplies. Out of all Item 19 Shops, 48 (58%) had equal or lower Supplies than the average annual Supplies and $55,506 was the median annual Supplies.

7. Credit Card Fees means the amounts paid to credit card processors for customer transactions. In the top 25% quartile, 13 Item 19 Shops (62%) had annual Credit Card Fees equal to or lower than the average annual Credit Card Fees, and $38,635 was the median annual Credit Card

Fees. In the upper mid 25% quartile, 13 Item 19 Shops (62%) had annual Credit Card Fees equal to or lower than the average annual Credit Card Fees and $27,046 was the median annual Credit Card Fees. In the lower mid 25% quartile, 13 Item 19 Shops (62%) had annual Credit Card Fees equal to or lower than the average annual Credit Card Fees and $20,943 was the median annual Credit Card Fees. In the bottom 25% quartile, 11 Item 19 Shops (55%) had annual Credit Card Fees equal to or lower than the average annual Credit Card Fees and $23,484 was the median annual Credit Card Fees. Out of all Item 19 Shops, 48 (58%) had equal or lower Credit Card Fees than the average annual Credit Card Fees and $26,984 was the median annual Credit Card Fees.

8. Partnership Fees means the cost of fees and costs paid to delivery and marketplace platforms. In the top 25% quartile, 9 Item 19 Shops (43%) had annual Partnership Fees equal to or lower than the average annual Partnership Fees, and $19,189 was the median annual Partnership Fees. In the upper mid 25% quartile, 12 Item 19 Shops (57%) had annual Partnership Fees equal to or lower than the average annual Partnership Fees and $14,119 was the median annual Partnership Fees. In the lower mid 25% quartile, 11 Item 19 Shops (52%) had annual Partnership Fees equal to or lower than the average annual Partnership Fees and $11,388 was the median annual Partnership Fees. In the bottom 25% quartile, 13 Item 19 Shops (65%) had annual Partnership Fees equal to or lower than the average annual Partnership Fees and $13,478 was the median annual Partnership Fees. Out of all Item 19 Shops, 48 (58%) had equal or lower Partnership Fees than the average annual Partnership Fees and $14,119 was the median annual Partnership Fees.

9. Repairs and Maintenance means the cost of maintenance and repair of equipment and the premises. In the top 25% quartile, 9 Item 19 Shops (43%) had annual Repairs and Maintenance equal to or lower than the average annual Repairs and Maintenance, and $31,334 was the median annual Repairs and Maintenance. In the upper mid 25% quartile, 14 Item 19 Shops (67%) had annual Repairs and Maintenance equal to or lower than the average annual Repairs and Maintenance and $21,599 was the median annual Repairs and Maintenance. In the lower mid 25% quartile, 13 Item 19 Shops (62%) had annual Repairs and Maintenance equal to or lower than the average annual Repairs and Maintenance and $20,114 was the median annual Repairs and Maintenance. In the bottom 25% quartile, 11 Item 19 Shops (55%) had annual Repairs and Maintenance equal to or lower than the average annual Repairs and Maintenance and $26,235 was the median annual Repairs and Maintenance. Out of all Item 19 Shops, 47 (57%) had equal or lower Repairs and Maintenance than the average annual Repairs and Maintenance and $23,479 was the median annual Repairs and Maintenance.

10. Other Costs means all other costs other than as specifically counted above, including meals and travel expenses, shop experience, supplier services and fees, software and technology costs, marketing costs, and charitable donations. It does not include any interest or financing costs, deduction for depreciation or amortization, and/or any income or other types of taxes. Other costs does not include an imputed Technology Fee. Other Costs also does not include any of our affiliates' costs for corporate level employees or other expenses that are not specifically attributable to a location. In the top 25% quartile, 14 Item 19 Shops (67%) had annual Other Costs equal to or lower than the average annual Other Costs, and $36,635 was the median annual Other Costs. In the upper mid 25% quartile, 14 Item 19 Shops (67%) had annual Other Costs equal to or lower than the average annual Other Costs and $29,116 was the median annual Other Costs. In the lower mid 25% quartile, 14 Item 19 Shops (67%) had annual Other Costs equal to or lower than the average annual Other Costs and $23,792 was the median

annual Other Costs. In the bottom 25% quartile, 14 Item 19 Shops (70%) had annual Other Costs equal to or lower than the average annual Other Costs and $31,462 was the median annual Other Costs. Out of all Item 19 Shops, 48 (58%) had equal or lower Other Costs than the average annual Other Costs and $32,068 was the median annual Other Costs.

11. Total Operating Expenses means the sum of annual Direct Labor, Occupancy, Supplies, Credit Card Fees, Partnership Fees, Repairs and Maintenance, and Other Costs. In the top 25% quartile, 12 Item 19 Shops (57%) had annual Total Operating Expenses equal to or lower than the average annual Total Operating Expenses, and $598,102 was the median annual Total Operating Expenses. In the upper mid 25% quartile, 12 Item 19 Shops (57%) had annual Total Operating Expenses equal to or lower than the average annual Total Operating Expenses and $460,894 was the median annual Total Operating Expenses. In the lower mid 25% quartile, 13 Item 19 Shops (62%) had annual Total Operating Expenses equal to or lower than the average annual Total Operating Expenses and $384,434 was the median annual Total Operating Expenses. In the bottom 25% quartile, 10 Item 19 Shops (50%) had annual Total Operating Expenses equal to or lower than the average annual Total Operating Expenses and $575,861 was the median annual Total Operating Expenses. Out of all Item 19 Shops, 46 (55%) had equal or lower Total Operating Expenses than the average annual Total Operating Expenses and $526,080 was the median annual Total Operating Expenses. Total Operating Expenses does not include the estimated cost of any owner-operator salary and/or distributions or other compensation.

12. Imputed Royalty and Brand Fund Contributions is calculated as 7% of average annual Net Sales, based on the 5% Royalty Fee and 2% Brand Fund Contribution that a franchisee would be required to pay us. These amounts were not paid by the reporting corporate-owned locations.

13. Net Profit means annual Gross Profit, less Total Operating Expenses and Royalty and Brand Fund Contributions and is expressed as a dollar amount and as a percentage of Gross Profit. In the top 25% quartile, 8 Item 19 Shops (38%) had annual Net Profit that met or exceeded the average annual Net Profit and $298,015 was the median annual Net Profit. In the upper mid 25% quartile, 11 Item 19 Shops (52%) had annual Net Profit that met or exceeded the average annual Net Profit and $162,380 was the median annual Net Profit. In the lower mid 25% quartile, 13 Item 19 Shops (62%) had annual Net Profit that met or exceeded the average annual Net Profit and $72,346 was the median annual Net Profit. In the bottom 25% quartile, 12 Item 19 Shops (60%) had annual Net Profit that met or exceeded the average annual Net Profit and $(33,327) was the median annual Net Profit. Out of all Item 19 Shops, 38 (46%) had annual Net Profit that met or exceeded the average annual Net Sales and $116,193 was the median annual Net Profit.

***

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much. Written substantiation for the financial performance representation will be made available to you upon reasonable request.

Other than the preceding financial performance representation, 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 Sean Bock at 401 North Front Street, Suite 300, Columbus, Ohio 43215, (602) 505-4325, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2022 TO 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	64	74	+10
	2023	74	89	+15
	2024	89	87	-2
Total	**2022**	**64**	**74**	**+10**
	2023	**74**	**89**	**+15**
	2024	**89**	**87**	**-2**

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR OR AN AFFILIATE)
FOR YEARS 2022 TO 2024

State	Year	Number of Transfers
All States	2022	0
	2023	0
	2024	0
Totals	**2022**	**0**
	2023	**0**
	2024	**0**

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2022 TO 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
All States	2022	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Totals	**2022**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2023	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**

TABLE NO. 4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2022 TO 2024[1]

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2022	5	1	0	0	0	6
	2023	6	4	0	1	0	9
	2024	9	0	0	1	0	8
Alabama	2022	1	1	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
Arizona	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
	2024	1	1	0	0	0	2
District of Columbia	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	1	0	2
Florida	2022	3	0	0	0	0	3
	2023	3	1	0	0	0	4
	2024	4	0	0	0	0	4
Georgia	2022	8	2	0	0	0	10
	2023	10	1	0	0	0	11
	2024	11	0	0	0	0	11
Illinois	2022	9	2	0	0	0	11
	2023	11	0	0	0	0	11
	2024	11	0	0	1	0	10
Maryland	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Missouri	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
North Carolina	2022	3	2	0	0	0	5
	2023	5	1	0	0	0	6

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
	2024	6	0	0	0	0	6
Ohio	2022	9	0	0	0	0	9
	2023	9	1	0	0	0	10
	2024	10	0	0	0	0	10
Pennsylvania	2022	2	1	0	0	0	3
	2023	3	1	0	0	0	4
	2024	4	1	0	0	0	5
South Carolina	2022	1	1	0	0	0	2
	2023	2	1	0	0	0	3
	2024	3	0	0	0	0	3
Tennessee	2022	9	0	0	0[2]	0	9
	2023	9	0	0	0	0	9
	2024	9	0	0	0	0	9
Texas	2022	7	1	0	0	0	8
	2023	8	2	0	0	0	10
	2024	10	0	0	1	0	9
Virginia	2022	2	0	0	0	0	2
	2023	2	2	0	0	0	4
	2024	4	0	0	0	0	4
Totals	**2022**	**64**	**11**	**0**	**0**	**0**	**75**
	2023	**75**	**15**	**0**	**1**	**0**	**89**
	2024	**89**	**2**	**0**	**4**	**0**	**87**

[1] These Shops are owned and operated by Parent and certain of our affiliates.

[2] One Shop in Tennessee was temporarily closed for expansion and remodeling in 2022 but was not listed as a closure in the table above because it re-opened in 2023.

TABLE NO. 5
PROJECTED OPENINGS FOR 2025

State	Franchise Agreements Signed But Not Opened	Projected New Franchised in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	0	1
Georgia	0	0	1
North Carolina	0	0	1
Ohio	0	0	1
Pennsylvania	0	0	1
Tennessee	0	0	1
Texas	0	0	1
Totals	**0**	**0**	**7**

The numbers in the Tables 1 through 4 above are as of December 31, 2024, December 31, 2023, and December 31, 2022. The projections in Table 5 are made as of the issuance date of this Disclosure Document for the remainder of the 2025 calendar year.

Exhibit C-1 contains a list of the names, addresses and telephone numbers of our current franchisees as of December 31, 2024; and Exhibit C-2 contains a list of the names and last known address and telephone number of each franchisee who had a Franchise Agreement terminated, cancelled, not renewed or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, or who had not communicated with us within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to buyers when you leave the franchise system.

We have not sold any franchises as of the date of this Disclosure Document. Therefore, within the last three years, no franchisees have signed confidentiality clauses. In some instances, however, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with our franchise system. You may wish to speak with current and former franchisee but be aware that not all such franchisees will be able to communicate with you.

As of the date this Disclosure Document, there were no trademark-specific franchisee organizations that were created, sponsored, or endorsed by us and there were no trademark-specific franchisee organizations that requested to be included in this Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

We have not been in business for 3 years or more, and therefore cannot include all of the financial statements required by the FTC franchise rule. Attached to this Disclosure Document as Exhibit D is our audited opening balance sheet as of May 29, 2025. Our fiscal year ends on the fourth Sunday in the fiscal month of December, except when the fourth week of the fiscal month of December ends before December 31st, in which case our fiscal year is extended by one week.

ITEM 22
CONTRACTS

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

EXHIBIT B-1 Franchise Agreement
EXHIBIT B-2 Area Development Agreement
EXHIBIT B-3 Representations Statement
EXHIBIT B-4 Sample General Release

ITEM 23
RECEIPTS

Exhibit F contains two copies of a Receipt acknowledging your receipt of this Disclosure Document. Please sign and date both copies, keep one copy for your records, and return the other to us.

EXHIBIT A

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of these states.

ILLINOIS

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

(*state administrator*)

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

(*agent for service of process*)

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

MARYLAND

(*state administrator*)

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6300

(*agent for service of process*)

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

MICHIGAN

(*state administrator*)

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building
525 West Ottawa Street
Lansing, Michigan 48909
(517) 373-7117

(*agent for service of process*)

Michigan Department of Commerce,
Corporations, Securities, and Commercial
Licensing Bureau
P.O. Box 30018
Lansing, Michigan 48909

MINNESOTA

(*state administrator*)

Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

(*agent for service of process*)

Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

OREGON

Department of Business Services
Division of Financial Regulation
350 Winter Street, NE, Room 410
Salem, Oregon 97310-3881
(503) 378-4387

VIRGINIA

(*state administrator*)

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

(*agent for service of process*)

Clerk, State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

WISCONSIN

(*state administrator*)

Securities and Franchise Registration
Wisconsin Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-0448

(*agent for service of process*)

Office of the Secretary
Wisconsin Department of Financial Institutions
P.O. Box 8861
Madison, Wisconsin 53708-8861
(608) 261-9555

EXHIBIT B-1

FRANCHISE AGREEMENT

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC

FRANCHISE AGREEMENT

Franchisee: ____

Shop Address: ____
____
____

TABLE OF CONTENTS

Attachments

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC
FRANCHISE AGREEMENT

This **FRANCHISE AGREEMENT** (this "**Agreement**") is made and entered into by and between **JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC**, an Ohio limited liability company with its principal business address at 401 North Front Street, Suite 300, Columbus, Ohio 43215 ("**we**"), and ____, whose principal business address is ____ ("**you**"), as of the date signed by us and set forth below our signature on this Agreement (the "**Effective Date**").

1. **GRANT OF FRANCHISE**.

A. **BACKGROUND.**

(1) We have developed and will continue to develop a system for the operation of shops offering ice cream as well as other beverages, products, accessories, and merchandise authorized by us from time to time (each a "**Jeni's Ice Creams Scoop Shop**"). Jeni's Ice Creams Scoop Shops are developed and operated using certain specified and distinct business formats, methods, procedures, designs, layouts, standards, and specifications, all of which may be improved, further developed, or otherwise modified from time to time (the "**System**").

(2) We and our affiliates own, use, promote, and license others the right to use and promote certain trademarks, service marks, trade dress, and other commercial symbols and indicia for Jeni's Ice Creams Scoop Shops, including the "Jeni's" trademark, and may create, use, and license other trademarks, service marks, and commercial symbols to identify Jeni's Ice Creams Scoop Shops and the products and services offered by Jeni's Ice Creams Scoop Shops (collectively, the "**Marks**").

(3) We grant franchises for Jeni's Ice Creams Scoop Shops to persons who we determine meet our qualifications, and who confirm their willingness to undertake the investment and effort to own and operate a Jeni's Ice Creams Scoop Shop using the Marks and the System.

B. **GRANT AND TERM OF FRANCHISE.**

Subject to the terms of this Agreement, we hereby grant you a franchise to develop, own, and operate a Jeni's Ice Creams Scoop Shop (your "**Shop**") on the terms described in this Agreement for a term that will begin on the Effective Date and will expire 10 years from your Effective Date unless sooner terminated under Section 14 (the "**Term**"). You agree to faithfully, honestly, and diligently perform your obligations under this Agreement and to use your best efforts to promote and operate your Shop from and after the Opening Date on a continuous basis for the entirety of the Term.

C. **IF YOU ARE AN ENTITY.**

If you are a corporation, limited liability company, or partnership (each, an "**Entity**"), you represent that you have the authority to execute, deliver, and perform your obligations under this Agreement and all related agreements and are duly organized or formed. You agree to remain validly existing and in good standing under the laws of the state of your formation throughout the Term. You agree to maintain organizational documents, including your operating agreement or partnership agreement, as applicable, that reflect the restrictions on issuance and transfer of any ownership interests in you described in this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to this Agreement's restrictions.

You agree and represent that Attachment A to this Agreement completely and accurately describes all of your owners and their interests in you as of the Effective Date. Each of your owners with a 10% or greater ownership interest in your Entity must execute a guarantee in the form we prescribe undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us. Our current form of guarantee is attached herein as Attachment D. Subject to our rights and your obligations under Section 12, you and your owners agree to sign and deliver to us revised Attachment A to reflect any permitted changes in the information that Attachment A now contains.

You must identify on Attachment A one of your owners who is a natural person and who will have authority and signatory power on behalf of you (the "**Principal Owner**"). You must obtain our written consent prior to changing the Principal Owner and agree to deliver to us a revised Attachment A to accurately identify the Principal Owner should the identity of that person change during the Term as permitted hereunder. You agree that the Principal Owner is authorized, on your behalf, to deal with us in respect of all matters whatsoever which may arise in respect of this Agreement. Any decision made by the Principal Owner will be final and binding upon you, and we will be entitled to rely solely upon the decision of the Principal Owner in any such dealings without the necessity of any discussions with any other person, and we will not be held liable for any actions taken by you or otherwise, based upon any decision or actions of the Principal Owner. You represent and agree that the person acting as your Principal Owner has full power and authority to enter into this Agreement and any other documents to which you are a party, and to make binding decisions on your behalf.

D. **PREMISES OF YOUR SHOP.**

Other than off-Premises services we have approved (as described in Section 8.C), you may operate your Shop only at the specific location identified on Attachment C (the "**Premises**"). If the Premises have not been approved when you sign this Agreement, you must select a site in the Site Selection Area (as described in Section 2.A below). You agree to use the Premises only for your Shop and no other activities or business of any kind without our express approval. You agree not to conduct the business of your Shop at any location other than the Premises. You may not conduct any business of your Shop from any location other than the Premises except as authorized by us.

E. **PROTECTED TERRITORY.**

Subject to your continued compliance with this Agreement, and the reserved rights described below, during the Term, neither we nor any of our affiliates will establish, operate, or authorize any other person to establish or operate a Jeni's Ice Creams Scoop Shop in the area described in Attachment C (the "**Protected Territory**"). If you have not selected a site for your Shop as of the Effective Date, we will identify the Protected Territory once you sign your approved Lease, as described in Section 2.B below. Until such time as we execute Attachment C to identify an approved Premises and Protected Territory for your Shop, you do not have a Protected Territory and/or any other territorial protection of any kind, including in the Site Selection Area and/or any other area surrounding your Premises.

Other than your Protected Territory, you have no territorial protection and we and our affiliates retain all rights to conduct business activities of any kind, including the right to:

(1) establish and operate, and allow others to establish and operate, other Jeni's Ice Creams Scoop Shops using the Marks and the System, at any location outside the Protected Territory, on such terms and conditions we deem appropriate;

(2) establish and operate, and allow others to establish and operate, any other type of business, including any business that may offer products and services which are identical to, similar to, or competitive with products and services offered by Jeni's Ice Creams Scoop Shops, under trade names, trademarks, service marks, and commercial symbols other than the Marks, anywhere in the world, including in the Protected Territory;

(3) establish, and allow others to establish, businesses and distribution channels other than a Jeni's Ice Creams Scoop Shop (including, selling products at retail, wholesale, or through any Digital Presence, as defined in Section 5.B), wherever located or operating, including in your Protected Territory, regardless of the nature or location of the customers with whom such other businesses and distribution channels do business, including businesses that operate under trade names, trademarks, service marks, or commercial symbols that are similar to, the same, or competitive with the Marks, and/or that sell products or services similar to and/or the same as those that Jeni's Ice Creams Scoop Shops sell, including the offer and sale of Jeni's®-branded ice cream or products at third-party businesses;

(4) establish and operate, and allow others to establish and operate, any Jeni's Ice Creams Scoop Shop, or other business using the Marks and/or the System, and/or offering and selling any of the products or services that are similar to, the same, or competitive with those products or services offered by Jeni's Ice Creams Scoop Shop, at or through any non-traditional venues, including, temporary or seasonal facilities or business operated within any larger venue or closed market such as an airport, hospital or medical center, casino or gaming center, convention or business center, fairground, state, local, or national park, hotel or resort, military base, transportation or transit center, university, stadium, or entertainment center, at any location in the world, including in the Protected Territory;

(5) conduct marketing, advertising, and/or other promotional activities, events, and campaigns, at any location in the world, including in the Protected Territory, including events, activities, and campaigns that involve product giveaways and/or the offer and sale of products and services similar to and/or the same as those that Jeni's Ice Creams Scoop Shops sell, and/or using the Marks;

(6) be acquired by or acquire (regardless of the form of transaction(s)), any other business, including businesses that operate or allow others to establish and operate businesses similar to, the same, or competitive with Jeni's Ice Creams Scoop Shops, at any location in the world, including in the Protected Territory (and in the event of such an acquisition, we and/or the acquirer and its affiliates will have the right to continue to establish and operate, and authorize others to establish and operate, such businesses, at any location in the world, including in the Protected Territory); and

(7) engage in all other activities not expressly prohibited by this Agreement, at any location in the world, including in the Protected Territory.

2. SITE SELECTION AND DEVELOPMENT OF SHOP.

A. SITE SELECTION.

It is your responsibility to identify and select an appropriate site for your Shop. If you have not yet located a site for the Premises as of the Effective Date, then you must obtain our approval of a site for your Premises within 120 days of the Effective Date. Unless you have our prior written approval to search for a proposed site outside of the site selection area designated on Attachment B (the "**Site Selection Area**"), all site reports that you submit to us must be for a site within your Site Selection Area. You acknowledge and agree that you will receive no territorial protection of any kind in the Site Selection Area, or any other geographic area, other than your Protected Territory. You may not relocate your Shop to a location other than the Premises without our prior approval. If we approve the relocation of your Shop, you must pay a relocation fee of $7,500, plus reimbursement of our out-of-pocket expenses processing the change, including legal fees.

You agree to send us all of the information we require for the proposed site. We will make all determinations about whether to approve or disapprove a site based on our then-current criteria, which may change periodically. We are not obligated to visit any site you propose for your Shop in person, though we may elect to do so. We will not charge a fee in connection with the first such site evaluation visit we elect to conduct; however, if we require, or if you request, any additional site evaluation visits (with respect to the same site or alternative sites), you must pay us $2,000 per site evaluation visit, plus reimburse the out-of-pocket costs and expenses we and our representatives incur, including travel, food, accommodations, and third-party fees. If we recommend, approve, or give you information regarding a site for the Premises, that is not a representation or warranty of any kind, express or implied, of its suitability for a Jeni's Ice Creams Scoop Shop or any other purpose. Our recommendation and/or approval of any site indicates only that the site meets our then-current minimum criteria which have been established for our own purposes and are not intended to be relied on by you as an indicator of success. You agree that you are not relying on our site approval for your benefit. You further acknowledge that you have been advised to conduct your own independent investigation before selecting any site for our approval. We are not responsible if the site you select for your Shop, including a site we recommend or approve, fails to meet your expectations.

B. CONSTRUCTION PLANS AND LEASE.

Promptly after the site of your Premises is approved by us, and before you execute any lease, sublease, or other document to secure occupancy rights (the "**Lease**") for the Premises, you must engage our approved or designated architect to develop detailed design and construction plans for your Shop that comply with any design specifications or prototypical plans provided by us and all applicable ordinances, building codes, permit requirements, and lease requirements and restrictions, including those arising under the Americans with Disabilities Act or similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions (your "**Construction Plans**"). We may require that you use suppliers we approve or designate to develop or review your Construction Plan.

You must obtain our approval of your Construction Plans before you sign the Lease. We must also approve your Lease before you sign it. Our approval of your Lease may be conditioned, among other things, on the lessor's agreement to certain provisions we require from time to time to protect our interests. Our current requirements are reflected in our form of lease rider attached as Attachment E. It is your sole responsibility to obtain a fully executed lease rider we have approved, without modification, executed by you and the landlord. You must deliver an executed copy of your Lease and lease addendum to us within 10 days after execution. You must obtain our approval of your Lease and sign the Lease to secure occupancy rights to the Premises within 120 days of the Effective Date.

You acknowledge and agree that you have the sole responsibility to develop your Construction Plans and negotiate and execute your Lease. Any review or approval by us of your Construction Plans or Lease is for our sole benefit and indicates only that such Construction Plans and Lease satisfy our minimum requirements. You agree that you are not relying on our review and approval of your Construction Plans or Lease for your benefit. You further acknowledge that you have been advised to obtain the advice of your own professional advisors before you sign a Lease or any other legal documents, including permitting or licensing applications.

C. **DEVELOPMENT AND OPENING OF YOUR SHOP.**

Once you receive our approval of your Lease, you must promptly apply for permits and other local licenses necessary to complete the construction outlined in your Construction Plans. We may require that you use suppliers we approve or designate to manage your permit and licensing applications. After signing your Lease and obtaining necessary permits, you must promptly begin to develop and outfit your Shop in accordance with the Construction Plans we have approved, at your cost, including that you must promptly obtain all required zoning changes, planning consents, building, utility, sign and business and other permits, consents and licenses necessary to lawfully open and operate your Shop. You may not modify the Construction Plans in any manner without our approval of such modifications. You must ensure that your Shop is designed and constructed in all respects in accordance with the Construction Plans we have approved. You must also, at your cost, to do all things necessary to develop and prepare your Shop for opening in accordance with this Agreement and our System Standards (defined in Section 4.E) including that you must:

(1) obtain and install the operating assets we designate from time to time as meeting our System Standards for quality, design, appearance, function, and performance, including: (i) the computer hardware, software, and point-of-sale system (collectively, the "**Computer System**"), and (ii) all other fixtures, furniture, equipment, furnishings, and signage and other assets we specify as meeting our System Standards;

(2) obtain all initial inventory and supplies we designate, in quantities sufficient to operate the Shop in accordance with our System Standards;

(3) obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating, and installation services;

(4) obtain all certificates of insurance to demonstrate to us your compliance with our insurance requirements; and

(5) satisfy all of your pre-opening requirements under this Agreement, including payment of fees and satisfaction of all training obligations.

You must satisfy all of our System Standards for developing and opening your Shop and open your Shop for business by the earlier of: (i) 8 months after you sign the Lease, or (ii) the first anniversary of the Effective Date. We must approve the date that you open your Shop for business (the "**Opening Date**") and you will not open your Shop without our express approval.

3. FEES.

A. INITIAL FRANCHISE FEE.

You must pay us an initial franchisee fee of $40,000 in a lump sum when you sign this Agreement. The initial franchise fee is non-refundable and is due, and fully earned by us, when you sign this Agreement.

B. ROYALTY FEE.

You agree to pay us a monthly royalty fee (the "**Royalty**") equal to five percent (5%) of your Shop's Net Sales (defined in Section 3.C below) collected during the immediately preceding week.

C. DEFINITION OF "NET SALES".

As used in this Agreement, the term "**Net Sales**" means all revenue that you derive from operating your Shop, whether from cash, check, vouchers, or other comparable forms of payment, credit and debit card, barter exchange, trade credit, or other credit transactions, net of authorized discounts (i.e., employee discounts, free birthday scoops, and good neighbor discounts and loyalty rewards). Net Sales excludes: (i) all federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority, and (ii) tips and gratuities collected for employees of your Shop. If we authorize or require participation in online group-bought deals, gift certificate or gift card programs, or other similar programs, the payments you receive for those online group-bought deals, gift certificates, or gift cards will be included in Net Sales upon redemption. Net Sales also include all insurance proceeds you receive for loss of business and loss of revenue, due to a casualty to or similar event at your Shop.

D. TECHNOLOGY FEE.

We require you to pay us a technology fee at the intervals we specify (the "**Technology Fee**"). As of the Effective Date, the Technology Fee is 0.25% of your Net Sales. We may modify the amount of the Technology Fee from time to time with 30 days prior notice to you, provided that the total amount of the Technology Fee will not at any time exceed 1% of your Net Sales. The Technology Fee is in addition to all direct out-of-pocket costs you must otherwise incur under the terms of this Agreement or the Brand Manual to acquire, maintain, or service your Computer System.

E. INTEREST ON LATE PAYMENTS.

All amounts which you owe us for any reason will bear interest accruing as of their due dates at the lesser of 1.5% per month or the highest commercial contract interest rate allowed by law. We will charge you the lesser of our then-current service fee, or the highest amount permitted by applicable law, per occurrence, for checks returned to us due to insufficient funds or in the event there are insufficient funds in the business account you designate to cover our withdrawals.

F. APPLICATION OF PAYMENTS.

Despite any designation you make, we may apply any of your payments to any of your past-due indebtedness to us. We and our affiliates may set off any amounts you or your owners owe us or our affiliates against any amounts we or our affiliates owe you or your owners.

G. **METHOD OF PAYMENT.**

You must make all payments due under this Agreement in the manner we designate from time to time. We may also direct you to make some or all of the payments under this Agreement to our designee or affiliate. You authorize us to debit your checking, savings, or other account automatically for all amounts due to us or our affiliates (the "**EFT Authorization**"). You agree to sign and deliver to us any documents we require for such EFT Authorization. Such EFT Authorization shall remain in full force and effect during the Term. We will debit the account you designate for these amounts on their due dates (or the subsequent business day if the due date is a national holiday or a weekend day). You agree to ensure that funds are available in your designated account to cover our withdrawals. If the amounts that we debit from your account are greater than the amounts you actually owe us, we will credit the excess against the amounts we otherwise would debit from your business account on the next payment due date. We may change the timing, frequency, and intervals of any payments from time to time, but with no less than 30 days' prior written notice to you. All amounts payable by you or your owners to us or our affiliates must be in United States Dollars ($USD).

If you fail to report Net Sales, we cease to have access to your Computer System, or your Shop is closed without our authorization for any period of time, then for any fees under this Agreement which are calculated based on Net Sales, we may debit your account for 110% of the average Net Sales for the last three months of operations of your Shop. If the amounts that we debit from your account on the basis of any understatement are less than the amounts you actually owe us once we have determined the true and correct Net Sales, we will debit your account for the balance on the day we specify. If the amounts that we debit from your account on the basis of any understatement are greater than the amounts you actually owe us, we will credit the excess against the amounts we otherwise would debit from your account during the following period.

4. **TRAINING AND ASSISTANCE**.

A. **INITIAL TRAINING PROGRAM.**

For the first Jeni's Ice Creams Scoop Shop that you develop, prior to your Opening Date, you (or if you are conducting business as an Entity, your Principal Owner) and your Shopkeeper (if applicable) (together, the "**Mandatory Trainees**") must complete a training program conducted by us on the material aspects of operating a Jeni's Ice Creams Scoop Shop (the "**Initial Training Program**") to our satisfaction. We will control the substance and duration of our Initial Training Program, which will be held at a location of our choice, which may be virtual. If this is the first Jeni's Ice Creams Scoop Shop you develop, we will provide the Initial Training Program for up to three attendees that you select and we approve, at no cost to you, which must include your Mandatory Trainees, provided all attendees attend the Initial Training Program at the same time. We may vary the contents or duration of the Initial Training Program based on the experience, role, responsibilities of your attendees and other factors we determine. We will also determine the timing, dates, and schedule of the Initial Training Program. If we determine that the Mandatory Trainees cannot complete the Initial Training Program to our satisfaction, we may terminate this Agreement. If the Mandatory Trainees complete our Initial Training Program to our satisfaction and do not expressly and promptly request additional training after completion of the Initial Training Program, then you and they will be deemed to have been trained sufficiently to operate a Jeni's Ice Creams Scoop Shop.

We may charge you our then-current fee for the Initial Training Program if: (a) you request that more than three persons attend the Initial Training Program for your first Jeni's Ice Creams Scoop

Shop, and we approve such persons to attend; (b) we provide any portion of the Initial Training Program more than once to accommodate your attendees; and/or (c) you request and/or we require that your Mandatory Trainees attend the Initial Training Program for the second or subsequent Jeni's Ice Creams Scoop Shop you develop. As of the Effective Date, our fee for the Initial Training Program is $1,000 per attendee, but we may modify this fee by up to 10% per year on a compounding basis. We may also deny your request for additional attendees at the Initial Training Program, other than the Mandatory Trainees for your first Jeni's Ice Creams Scoop Shop, for any reason.

B. **PERSONNEL TRAINING.**

You have the ultimate and exclusive responsibility for ensuring that all of your employees and personnel, including any Shopkeeper(s), are appropriately trained to operate your Shop in accordance with this Agreement and our System Standards, regardless of any training or support that we provide. We may periodically establish certain minimum requirements for your employee training programs, including that we may require that your Mandatory Trainees and/or other personnel complete a nationally recognized health certification course. If you engage any new Shopkeeper(s) during the Term, we may require that such person(s) satisfactorily complete a training program we have approved before providing services at your Shop. If we do not approve you to offer training to Shopkeeper(s), and/or you are at any time not in compliance with our System Standards, we may require such Shopkeeper(s) complete our then-current Initial Training Program, and we may charge our then-current training fee for the Initial Training Program.

You must pay all expenses (including wages, transportation, food, lodging, and workers' compensation insurance) that you and your Mandatory Trainees or any other personnel incurs during any and all meetings and/or training courses and programs that we provide during the Term, including the Initial Training Program and/or any ongoing programs, courses, and/or training.

C. **ON-SITE OPENING SUPPORT.**

If you are developing your first Jeni's Ice Creams Scoop Shop, in addition to providing your Mandatory Trainees the Initial Training Program, we will send one or more of our representatives to your Shop to assist you with your Shop's grand opening for 5 days at no additional cost to you. We will determine the identity and quantity of the representative(s) we send to your Shop and the schedule for all such on-site opening support in our discretion (which may be before and/or after your Opening Date). If we determine that you need more than 5 days of opening support to bring your Shop into compliance with System Standards, and/or you request more than 5 days of opening support and we agree to provide it, you must pay our then-current fee for such additional assistance. If we determine that you need on-site opening support for your second or subsequent Jeni's Ice Creams Scoop Shop to satisfy the System Standards, and/or you request and we agree to provide any such on-site support for your second or subsequent Jeni's Ice Creams Scoop Shop, you must pay our then-current additional training fee, plus reimburse the out-of-pocket costs and expenses we incur in sending our trainer(s) to your Shop, including travel, food, accommodations, and living expenses.

D. **ONGOING TRAINING AND GUIDANCE.**

During the Term, subject to limitations on scheduling, availability, and similar resources, we will provide you with other general advice from time to time regarding the operation of your Shop, including: (1) System Standards and other suggested standards, specifications, and operating procedures and methods; (2) required, recommended, and/or approved suppliers, products, and services; and (3) advertising and marketing materials and programs. We may provide guidance on the telephone, virtually, or at our offices. If you request, and we agree to provide, additional or special guidance, assistance, or training, we may charge you our then-current additional training fee, and you must reimburse all of our and our representatives' costs for providing such guidance, assistance, or training, including travel, food, accommodations, and living expenses. Additionally, if we at any time and from time to time determine that you are not operating your Shop in compliance with our System Standards, we may require additional training for your Mandatory Trainees, and we may charge you our then-current additional training fee for such training. Any specific ongoing training or advice we provide does not create an obligation (whether by course of dealing or otherwise) to continue to provide such specific training or advice, all of which we may discontinue and modify from time to time. As of the Effective Date, our additional training fee is $500 per trainer per day. We may modify the amount of our per day additional training fee by up to 10% per year on a compounding basis.

We may periodically during the Term require that your Mandatory Trainees attend and satisfactorily complete various ongoing training courses and/or certification programs at the times and locations that we designate, including courses and programs provided by us, our affiliates, our representatives, or other third-parties we designate. We may also require you (or if you are an Entity, your Principal Owner) and your Shopkeeper attend an annual meeting of franchise owners at the location we designate. If we host such a conference (which we are not obligated to do), you must pay our then-current conference fee (up to $1,500 per person) for you (or if you are an Entity, your Principal Owner) and your Shopkeeper, regardless of whether such persons attend the conference.

Notwithstanding any provision in this Agreement to the contrary (including our obligations related to operations support, inspections, training, or otherwise), we will not be required to send any of our personnel and/or representatives to your Shop to provide any services in person if, in our sole determination, it is unsafe to do so. Such determination by us will not relieve you from your obligations under this Agreement and will not constitute a default of this Agreement by us. We may also, at any time and for any reason, elect to conduct any or all support, inspections, training, or other services virtually, and you agree to comply with our instructions for all virtual programs.

E. **BRAND MANUAL.**

We will make the brand manual for the operation of Jeni's Ice Creams Scoop Shops available to you during the Term (the "**Brand Manual**"), which may include one or more separate manuals, newsletters, memos, or bulletins, as well any audio or video content, and/or other content available through or distributed by any Digital Presence or other electronic or digital means. The Brand Manual contains mandatory specifications, standards, operating procedures, and rules that we periodically prescribe for operating Jeni's Ice Creams Scoop Shops ("**System Standards**"), other specifications, standards, and policies we may suggest from time to time, and information on your obligations under this Agreement. We may modify the Brand Manual periodically to reflect changes in System Standards. If we make any portion of the Brand Manual available on any Digital Presence, you agree to monitor and access that Digital Presence for any updates to the Brand Manual. You agree that the Brand Manual and any passwords or other access credentials necessary to access the Brand Manual on any Digital Presence will be deemed to be part of Confidential Information (as defined in Section 6.A). We have no obligation to provide you a printed copy of the Brand Manual.

F. **DELEGATION OF PERFORMANCE.**

We have the right to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations.

5. **INTELLECTUAL PROPERTY.**

A. **OWNERSHIP AND GOODWILL.**

You acknowledge and agree that the Marks and the System are owned by us and/or our affiliates. You acknowledge and agree that your use of the Marks and the System and any goodwill established by that use are exclusively for our and our affiliates' (as applicable) benefit. This Agreement does not confer any goodwill or other interests in the Marks or the System upon you (other than the right to operate your Shop under this Agreement). Your unauthorized use of the Marks and the System would be a breach of this Agreement and an infringement on the intellectual property rights of us and our affiliates (as applicable). Your unauthorized use of the Marks and the System will cause us and our affiliates (as applicable) irreparable harm for which there is no adequate remedy at law and will entitle us and our affiliates (as applicable) to injunctive relief. All provisions of this Agreement relating to the Marks and the System apply to any additional or modified components of the Marks and the System we authorize you to use. You may not at any time during or after the Term contest or assist any other person in contesting the validity of any registration for the Marks or the System, and/or our and our affiliates' (as applicable) rights to the Marks and the System.

B. **USE OF MARKS AND SYSTEM.**

You are hereby granted a limited, non-exclusive license to use the Marks and the System, during the Term, strictly to operate your Shop in compliance with the terms of this Agreement and our System Standards. You have no right to sublicense or assign your right to use the Marks and the System. You agree to use and display the Marks in the style and graphic manner we describe in the Brand Manual. You may not use any other trademarks, service marks, commercial symbols, other than the Marks, to identify or operate your Shop. You may not use any Mark: (1) as part of any corporate or legal business name; (2) with any unauthorized prefix, suffix, or other modifying words, terms, designs, or symbols; (3) in selling any unauthorized services or products; (4) as part of any Digital Presence (as defined in Section 9.E), except in accordance with our guidelines set forth in the Brand Manual; or (5) in any other manner that we have not expressly authorized in writing. You may not use any Mark in advertising the transfer, sale, or other disposition of your Shop or an ownership interest in you without our prior written consent. You agree to display the Marks prominently as we prescribe at your Shop and on forms, advertisements, supplies, and other materials we designate. You agree to give the notices of trade and service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law. You agree, during and after the Term, not to directly or indirectly appropriate, use, or duplicate the System or System Standards, or any portion thereof, for use in any other business or endeavor.

C. **NOTIFICATION OF INFRINGEMENTS AND CLAIMS.**

You agree to notify us immediately of any apparent infringement or challenge to your use of the Marks or the System, or of any person's claim of any rights in the Marks or the System, and not to communicate with any person other than us, our affiliates, and our and their attorneys, and your attorneys, regarding any infringement, challenge, or claim. We and our affiliates may take the action we or they deem appropriate (including no action) and control exclusively any litigation or other legal or administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning the Marks or the System. You agree to sign any documents and take any other action that, in the opinion of our and our affiliates' attorneys, are necessary or advisable to protect and maintain our and our affiliates' (as applicable) interests in the Marks and the System.

If we are unable for any reason, after reasonable effort, to secure your signature on any document needed in connection with the actions specified in this Section 5.C, you hereby irrevocably designate and appoint us and our duly authorized officers and agents as your agent and attorney in fact, which appointment is coupled with an interest and is irrevocable, to act for and on your behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 5.C with the same legal force and effect as if executed by you.

We agree to reimburse you for all damages and expenses that you incur in any trademark infringement proceeding disputing your authorized use of the Marks under this Agreement if you have timely notified us of, and comply with our directions in responding to, the proceeding. At our option, we and our affiliates and may control the defense of any proceeding arising from your use of the Marks under this Agreement. If we choose to control the defense of any such proceeding, we may choose our own legal counsel and other similar representatives, and we will not be liable to you or any of your affiliates or representatives for any costs or expenses incurred on the basis of any additional or separate legal counsel or similar representatives you or they retain.

D. **CHANGES TO MARKS AND SYSTEM.**

You understand that the Marks and the System may evolve over time, including after you sign this Agreement. If we decide to modify, substitute, add, or discontinue the use of any Marks or the System, you agree to make such modifications and updates as we specify and to comply with all other directions we give regarding the use of the Marks and the System in connection with your Shop within a reasonable time after receiving notice from us. We are not required to reimburse you for any costs or expenses associated with making such changes, promoting a modified or substitute Mark, or for any loss of revenue due to any modification to the Marks or System.

6. **PROPRIETARY INFORMATION**.

A. **CONFIDENTIALITY.**

In connection with your Shop, you and your owners and personnel may from time to time be provided and/or have access to non-public information about the System and operation of Jeni's Ice Creams Scoop Shops, including your Shop (the "**Confidential Information**"), including: (1) site selection criteria, market or demographic research, and/or other real estate reports; (2) training and operations materials and manuals, including the Brand Manual; (3) the System Standards and other methods, formats, specifications, standards, systems, procedures, techniques, sales and marketing techniques, knowledge, and experience used in developing, promoting, and operating Jeni's Ice Creams Scoop Shops; (4) recipes, ingredient lists, nutrition facts, methods of preparation, and other information about products and menu items, including the existence or specifications of any seasonal or other unreleased products and menu items; (5) market research, promotional, marketing, and advertising programs for Jeni's Ice Creams Scoop Shops; (6) the identity or specifications of any of our required, approved, or designated suppliers, products, services; (7) any software or technology which is proprietary to the System, including any login credentials for, source code of, and data, reports, and other materials generated by, the software or technology; (8) knowledge of the operating results and financial performance of any Jeni's Ice Creams Scoop Shops, including your Jeni's Ice Creams Scoop Shops; (9) customer data, including personal information, analytic data, and opt-in/opt-out preferences; and (10) any other information designated as confidential or proprietary by us or our affiliates.

All Confidential Information will be owned by us or our affiliates (other than Restricted Data, as defined in Section 8.K). You acknowledge and agree that: (i) you will not acquire any interest in any of our Confidential Information, other than the right to use it as we specify in operating your Shop during the Term, and (ii) our Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you will protect it. You acknowledge that any unauthorized use or disclosure of our Confidential Information would be an unfair method of competition and a breach of trust and confidence and will result in irreparable harm to us and/or our affiliates. You and your owners agree to (and to use each of your best efforts to cause each of your respective current and former spouses, immediate family members, owners, officers, directors, employees, representatives, affiliates, successors and assigns to):

(a) process, retain, use, collect, and disclose our Confidential Information strictly to the limited extent, and in such a manner, as necessary for the development and operation of your Shop in accordance with this Agreement, and not for any other purpose of any kind;

(b) process, retain, use, collect, and disclose our Confidential Information strictly in accordance with the privacy policies and System Standards we establish from time to time, and our and our representative's instructions;

(c) keep confidential and not disclose, sell, distribute, or trade our Confidential Information to any person other than those of your employees and representatives who need to know such Confidential Information for the purpose of assisting you in operating your Shop in accordance with this Agreement; and you agree that you will be responsible for any violation of this requirement by any person to whom you provide Confidential Information;

(d) not make unauthorized copies of any of our Confidential Information;

(e) adopt and maintain administrative, physical, and technical safeguards to prevent unauthorized use or disclosure of any of our Confidential Information, including by establishing reasonable security and access measures, restricting its disclosure to key personnel, and/or by requiring persons who have access to such Confidential Information to be bound by contractual obligations to protect such Confidential Information and preserve our rights and controls in such Confidential Information, in each case that are no less protective or beneficial to us than the terms of this Agreement (and we reserve the right to designate or approve the form of confidentiality agreement that you use, provided that it is your responsibility to ensure that such agreement complies with and is enforceable under applicable laws in your jurisdiction); and

(f) at our request, destroy or return any of the Confidential Information.

Confidential Information does not include information, knowledge, or know-how which is lawfully known to the public without violation of applicable law or an obligation to us or our affiliates.

We and our affiliates are not making any representations or warranties, express or implied, with respect to the Confidential Information. We and our affiliates have no liability to you and your affiliates for any errors or omissions from the Confidential Information.

B. **INNOVATIONS.**

All improvements, developments, derivative works, feedback, enhancements, or modifications to the System and any Confidential Information (collectively, "**Innovations**") made or created by you, your employees, or your representatives, whether developed separately or in conjunction with us, shall be owned solely by us and will in no event be owned by you or your affiliates. You represent, warrant, and covenant that your employees and representatives are bound by written agreements assigning all rights in and to any Innovations developed or created by them to you. To the extent that you, your employees, or your representatives are deemed to have any interest in such Innovations, you hereby agree to assign, and do assign, all right, title, and interest in and to such Innovations to us and agree to obtain the same from your personnel and representatives. To that end, you agree to execute, verify, and deliver such documents and perform such other acts (including appearances as a witness) as we may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such ownership rights in and to the Innovations, and the assignment thereof. Your obligation to assist us with respect to such ownership rights shall continue beyond the expiration or termination of this Agreement. If we are unable for any reason, after reasonable effort, to secure your signature on any document needed in connection with the actions specified in this Section, you hereby irrevocably designate and appoint us and our duly authorized officers and agents as your agent and attorney in fact, which appointment is coupled with an interest and is irrevocable, to act for and on your behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section with the same legal force and effect as if executed by you.

7. **RESTRICTIVE COVENANTS.**

A. **NON-COMPETITION DURING TERM.**

We have granted you the rights in this Agreement in consideration of and reliance upon your agreement to deal exclusively with us. You therefore agree that, during the Term, you and your owners agree not to (and to use each of your best efforts to cause each of your respective current and former spouses, immediate family members, owners, officers, directors, representatives, affiliates, successors and assigns not to):

(1) have any direct or indirect interest as an owner – whether of record, beneficially, or otherwise – in a Competitive Business (defined below), wherever located or operating (except that equity ownership of less than 5% of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

(2) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating; or

(3) divert or attempt to divert any actual or potential business or customer of any Jeni's Ice Creams Scoop Shop to a Competitive Business.

The term "**Competitive Business**" means any business (excluding any Jeni's Ice Creams Scoop Shop operated under a franchise agreement with us) operating or granting franchises or licenses to others to operate any business for which ice cream, ice cream-based desserts or drinks, and/or other frozen desserts or drinks, or similar products represents more than 10% of the total gross revenue.

B. **NON-INTERFERENCE.**

During and after the Term, you and your owners agree not to (and to use each of your best efforts to cause each of your respective current and former spouses, immediate family members, owners, officers, directors, employees, representatives, affiliates, successors and assigns not to) solicit, interfere, or attempt to interfere with our or our affiliates' relationships with any customers, franchisees, licensees, lenders, suppliers, or consultants.

C. **NON-DISPARAGEMENT.**

During and after the Term, you and your owners agree not to (and to use each of your best efforts to cause each of your respective current and former spouses, immediate family members, owners, officers, directors, employees, representatives, affiliates, successors, and assigns not to): (1) disparage or otherwise speak or write negatively, directly or indirectly, of us, our affiliates, any of our or our affiliates' directors, officers, employees, representatives or affiliates, current and former franchisees of us or our affiliates, the Jeni's® brand, the System, any Jeni's Ice Creams Scoop Shop, any business using the Marks, or any other brand concept operated, licensed, or franchised by us or our affiliates; or (2) take any other action which would, directly or indirectly, subject any of the foregoing to ridicule, scandal, reproach, scorn, or indignity, or which would negatively impact or injure the goodwill of the System or the Marks. Notwithstanding anything to the contrary, in no event will you be prohibited from providing truthful testimony in connection with a legal proceeding or governmental investigation. In addition, nothing in this Agreement shall prohibit you from reporting a suspected violation of law to the appropriate governmental agency or authority.

8. **OPERATION OF YOUR SHOP.**

A. **SYSTEM STANDARDS.**

You agree at all times to operate and maintain your Shop according to each and every System Standard, as we periodically modify and supplement them. Though we retain the right to establish and periodically modify System Standards, you retain the sole responsibility for the day-to-day management and operation of your Shop and the implementation and maintenance of System Standards at your Shop. System Standards may regulate any aspect of the operation and maintenance of your Shop, including any one or more of the following:

(1) amounts and types of fixtures, furniture, equipment, components of the Computer System, furnishings, signs, and other operating assets, inventory, products, materials, and services used by a Jeni's Ice Creams Scoop Shop;

(2) sales, marketing, advertising, and promotional campaigns, including prize contests, special offers, and other national, regional, or location marketing programs, and materials and media used in these programs;

(3) minimum staffing levels, qualifications, training, uniforms, and appearance (although you have sole responsibility and authority concerning all other matters relating to employee and personnel, including hiring and promotion, hours worked, rates of pay and other benefits, work assigned, the manner of performing work, and working conditions);

(4) use and display of the Marks;

(5) days and hours of operation;

(6) accepting credit and debit cards, other payment systems, currencies, and check verification services;

(7) participation in market research and testing and product and service development programs;

(8) issuing and honoring gift cards, gift certificates, and similar items, and participating in loyalty programs;

(9) menus, including product offerings, recipes, appearance, and nutrition, allergen, and similar information;

(10) bookkeeping, accounting, data processing, reporting, and recordkeeping systems and forms;

(11) participation in quality assurance and customer satisfaction programs;

(12) policies for the registration, use, content, and/or management of Digital Presences or other technology systems, solutions, or products;

(13) use of any third-party food delivery, online ordering, or other order management or fulfillment services;

(14) types, amounts, terms, and conditions of insurance coverage required for your Shop, including criteria for your insurance carriers; and

(15) any other aspects of operating and maintaining your Shop that we determine to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks and Jeni's Ice Creams Scoop Shops.

You understand that the System will continue to evolve during the Term and the System Standards may change periodically. These modifications may obligate you to invest additional capital in your Shop and/or incur higher operating costs. You agree to implement any changes to your Shop in accordance with our System Standards within the time period we request, including by purchasing any additional or modified equipment, inventory, or other products or supplies, using alternative suppliers, making changes to signage and advertising materials, offering additional or modified products or services, changing marketing or business strategies, and/or updating the Computer System. You will be solely responsible for the costs of implementing all changes to your Shop.

You acknowledge and agree that complete and detailed uniformity might not be possible or practical under varying conditions, and that we specifically reserve the right to vary System Standards for any franchise owner based on the peculiarities of any condition that we consider important to that franchise owner's successful operation or preserving the goodwill of the System and Marks. We may choose not to authorize similar variations or accommodations to you or other franchise owners.

B. **<u>CONDITION OF YOUR SHOP</u>.**

You agree to maintain the condition and appearance of your Shop and the Premises, and all equipment, signage, furniture, fixtures, and other operating assets at the Shop or the Premises, to meet the highest standards of professionalism, cleanliness, sanitation, efficiency, courteous service, and pleasant ambiance. Without limiting the foregoing, you agree to take the following actions during the Term at your expense: (1) cleaning, repainting, and redecorating of the interior and exterior of the Premises; (2) interior and exterior repair of the Premises; and (3) repair or replacement of damaged, worn-out, or obsolete equipment, signage, furniture, fixtures, and other operating assets at intervals that we may prescribe (or, if we do not prescribe an interval, as such items needs to be repaired or replaced). You understand that we may periodically require you to renovate, refurbish, remodel, or replace, at your own expense, the real and personal property and equipment used in operating your Shop, and/or make one or more additional and/or material improvements to your Shop, when reasonably required by us to comply with our System Standards.

C. **<u>PRODUCTS AND SERVICES YOUR SHOP OFFERS</u>.**

You agree that you will: (1) offer and sell from your Shop all of the products and services that we periodically specify; (2) not offer or sell at your Shop, the Premises, or any other location any products or services we have not authorized using our Marks or System; and (3) discontinue selling and offering for sale any products or services that we at any time disapprove. You will offer for sale and sell at your Shop authorized products and services only in the manner (including, days and hours of operation) and at the locations we have prescribed, including that you will not sell any products or services wholesale or through alternative channels of distribution without our express approval. We may modify the products and services you are authorized or required to offer and sell at your Shop at any time and from time to time, and/or to set System Standards for such products or services.

We may authorize one or more Jeni's Ice Creams Scoop Shops to offer additional, different, or modified attractions, products, or services, and we are under no obligation to authorize every Jeni's Ice Creams Scoop Shop to offer the same products or services. We may condition our approval for any such products or services on our then-current criteria, and/or additional terms and conditions that we establish. If we at any time (including after our initial approval) determine that you fail to meet our System Standards for offering or selling any products or services, we may permanently or temporarily terminate your right to offer or sell such products or services; provided, that nothing contained herein will be deemed a waiver of our right to terminate pursuant to Section 14.C.

We may periodically authorize you to offer off-site products or services from your Shop, including delivery and/or catering. If we authorize you to offer any off-site products or services from your Shop, you must comply with all of our System Standards that we establish for such products and services, which may include geographic limitations for where you may offer such products and services. We may modify our System Standards, including geographic limitations, for off-site products and services at any time with notice to you. Other than in connection with services or products we have expressly authorized for your Shop, you may not offer, sell, or distribute any products or services at wholesale, or in any other business-to-business or large batch capacity, and/or in any other manner we have not expressly authorized.

D. **<u>PROPRIETARY PRODUCTS</u>.**

Without in any way limiting the generality of our other rights in this Agreement, including the right to designate us or any affiliate of ours as an exclusive or approved supplier of any other products and services, you hereby expressly acknowledge and agree that you must purchase your entire inventory and supply of ice cream products and certain other ingredients ("**Proprietary Products**") exclusively from us, our designated affiliates, and/or required suppliers. You acknowledge that your purchase and use of such Proprietary Products is critical to the quality, distinctiveness, and uniformity of the System and the operation of Jeni's Ice Creams Scoop Shops. You further acknowledge that we would not have offered you the right to operate a Jeni's Ice Creams Scoop Shops if you had not agreed to use exclusively the Proprietary Products to operate your Shop, and to acquire such Proprietary Products exclusively from us and/or our designated affiliates or suppliers. Without in any way limiting the generality of our other rights in this Agreement, including the right to designate and control the products and services offered by your Shop, you agree not to offer or sell any ice cream, ice cream-related retail products, or other ice cream products of any kind other than the Proprietary Products.

You agree at all times during the Term to ensure that you have Proprietary Products available at your Shop in sufficient quantity to meet anticipated demand, including during peak periods. You acknowledge that if any shortages arise during the Term, we and our designated affiliates may allocate our supply of Proprietary Products among Jeni's Ice Creams Scoop Shops and other channels of distribution in our sole discretion.

You agree to comply with all of our or our designated affiliates' and suppliers' instructions and policies for ordering Proprietary Products, which we may modify from time to time, and which may include auto-ordering policies. You further acknowledge and agree that the cost of Proprietary Products may fluctuate at any time and from time to time during the Term, and you have not entered into this Agreement in reliance on any particular pricing structure for Proprietary Products. We and our designated affiliates may modify any such pricing for Proprietary Products with 60 days' notice to you. All pricing from third-party suppliers will be on the terms dictated by such suppliers. All purchases of Proprietary Products will be subject to our or our designated affiliates' or suppliers' then-current terms and conditions and credit policies. We and our affiliates reserve the right to refuse orders or deny shipment of any Proprietary Products if you have any past due balance to us or our affiliates.

E. **<u>MANAGEMENT OF YOUR SHOP</u>.**

You are solely responsible for the management, direction, and control of your Shop and all day-to-day operations of your Shop. You must supervise the management and day-to-day operation of your Shop and continuously exert best efforts to promote and enhance your Shop. If you (or if you are conducting business as an Entity, your Principal Owner) does not wish to manage the operation of your Shop on a day-to-day basis, you must obtain our approval of any person that you wish to engage to supervise the management of your Shop (each a "**Shopkeeper**"). We may establish conditions for approving any such Shopkeeper in our discretion, which may include the completion of training, confirmation that such Shopkeeper will have no competitive business, and/or execution of a non-disclosure agreement we require. During any period in which no Shopkeeper is approved (including because the Shopkeeper resigns or otherwise indicates to us or you that he or she wishes to cease acting as your Shopkeeper, or we disapprove of your Shopkeeper for any reason), you (or if you are conducting business as an Entity, your Principal Owner) must supervise the day-to-day operations of your Shop. Your Shop must always be under the direct on-site supervision of one or more persons who we have approved and who have completed the Initial Training Program to our satisfaction. Each Jeni's Ice Creams Scoop Shop must have a separate Shopkeeper.

F. **APPROVED SUPPLIERS.**

We may designate, approve, or develop System Standards for manufacturers, distributors, and suppliers of products and services to your Shop (collectively, "**suppliers**"), which may be us and/or our affiliates. You must purchase the products and services we periodically designate only from the suppliers we prescribe or approve, as applicable, and only on the terms and according to the specifications we approve. We may also designate a single supplier for any product or service, or approve a supplier only for certain products, which may be us or our affiliates.

We may concentrate purchases with one or more suppliers for any reason, including to obtain lower prices, advertising support, and/or services for us, our affiliates, or any group of Jeni's Ice Creams Scoop Shops that we designate. You acknowledge and agree that we and/or our affiliates may derive consideration, revenue, and/or profits based on your purchases (including from charging you for products and services we or our affiliates provide to you, and from promotional allowances, rebates, volume discounts, and other payments, services, or consideration we receive from suppliers on the basis of sales to you or other franchise owners). We and/or any of our affiliates may retain and use such consideration, revenue, and profit without restriction.

If you would like us to consider approving a supplier that is not an approved supplier, you must submit your request in writing before purchasing any items or services from that supplier. We will make all determinations about whether to approve an alternative supplier in our discretion based on our then-current criteria, which may change from time to time. We may also refuse to consider and/or approve any proposed alternative supplier for any reason whatsoever, including that we will not under any circumstances approve or consider any alternative supplier for Proprietary Products. We may, with or without cause, revoke our approval of any supplier at any time.

We may, at our option, arrange with designated vendors, to collect or have our affiliates collect fees and expenses associated with products and services, to provide such services to you and, in turn, pay the vendor on your behalf for such products or services. If we elect to do so, you agree that we or our affiliates may auto debit your Transfer Account for such amounts in the same manner and using the same authorization that you grant us with respect to payment of Royalty Fees and other fees.

G. **COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES.**

You must secure and maintain in force throughout the Term all required licenses, permits, and certificates relating to the operation of your Shop and operate your Shop in full compliance with all applicable laws, ordinances, and regulations, including food and safety laws, construction, and accessibility laws, and data protection and PCI compliance standards. You are solely responsible for ascertaining what actions must be taken by you to comply with all such laws, orders, or regulations, and specifically acknowledge and agree that your indemnification responsibilities under Section 16.D apply to any claims alleging that you or your Shop have violated any such laws, orders, or regulations.

You agree to comply and assist us in our compliance efforts, as applicable, with any and all laws and regulations. Without limiting the foregoing, you agree to comply with our website privacy policy, as it may be amended periodically. You further agree to comply with any requests to return or delete customer's personal information, whether requested by us or directly by the customer, as required by applicable data sharing and privacy laws.

Your Shop must adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct in all dealings with customers, suppliers, us, and the public. Promptly upon receipt, you agree to provide us a copy of any and all notices you receive from any person, entity, or governmental authority claiming that you (or your affiliates or representatives) have violated any laws, regulations, permits, licenses, agreements, or committed any other breach, default, or violation in connection with your Shop, including any default notices from any landlord or supplier, any violation notices from a health or safety regulatory board, and any customer complaints alleging violations of law, or which may otherwise adversely affect your operation or financial condition or that of your Shop.

H. **INSURANCE.**

During the Term, you must maintain in force at your sole expense the types and amounts of insurance that we require and that comply with the terms of your Lease. We reserve the right to require that you obtain all or a portion of your insurance policies from a designated supplier and on the terms and according to the specifications we approve. The liability insurance must cover claims for bodily and personal injury, death, and property damage caused by or occurring in connection with your Shop's operation or activities of your personnel in the course of their employment. All of these policies must contain the minimum coverage we prescribe from time to time and must have deductibles not to exceed the amounts we specify. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverages (including reasonable excess liability insurance) at any time. These insurance policies must be purchased from licensed insurers having a rating of "A/VIII" or higher by the then-current edition of Best Insurance Reports published by A.M. Best Company (or other similar publication or criteria we designate).

Each insurance policy for liability coverage must name us and any of our affiliates or other designees that we specify as additional named insureds, using a form of endorsement that we have approved, and provide for 30 days' prior written notice to us of a policy's material modification, cancellation, or expiration. Each insurance policy must contain a waiver of all subrogation rights against us and any of our affiliates or other designees that we specify. You must routinely furnish to us copies of your Certificates of Insurance or other evidence of your maintaining this insurance coverage and paying premiums. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies including termination, we may (but are not required to) obtain such insurance for you and your Shop on your behalf, in which event you agree to cooperate with us and reimburse us on demand for 120% of the costs of all premiums.

Our requirements for minimum insurance coverage are not representations or warranties of any kind that such coverage is sufficient for your Shop's operations. Such requirements represent only the minimum coverage that we deem acceptable to protect our interests. It is your sole responsibility to obtain insurance coverage for your Shop that you deem appropriate, based on your own independent investigation. We are not responsible if you sustain losses that exceed your insurance coverage under any circumstances.

I. **PRICING.**

Unless prohibited by applicable law, we may periodically set a maximum or minimum price that you may charge for products and services offered by Jeni's Ice Creams Scoop Shops. If we impose such a maximum or minimum price for any product or service, you may charge any price for the product or service up to and including our designated maximum price or down to and including our designated minimum price. The designated maximum and minimum prices for the same product or service may, at our option, be the same. For any product or service for which we do not impose a maximum or minimum price, we may require you to comply with an advertising policy adopted by us which will prohibit you from advertising any price for a product or service that is different than our suggested retail price. Although you must comply with any advertising policy we adopt, you will not be prohibited from selling any product or service at a price above or below the suggested retail price unless we impose a maximum price or minimum price for such product or service.

J. **CONTACT INFORMATION.**

You agree that, as between us and you, we reserve the right to all telephone numbers, fax numbers, email addresses, and other Digital Presences, online listings, and/or any other type of contact information or directory listing for your Shop or that you use in the operation or promotion of your Shop (collectively, the "**Contact Information**"). The Contact Information may be used only for your Shop in accordance with this Agreement and our System Standards and for no other purpose. We reserve the right to notify any telephone company, listing agencies, website hosting company, domain registrar, social network, and any other third-party owning or controlling any Contact Information, if any information relating to your Shop is inaccurate or violates our System Standards, and request that they modify such Contact Information, and/or remove such Contact Information.

K. **INFORMATION SECURITY.**

You may from time to time have access to information that can be used to identify an individual, including names, addresses, telephone numbers, e-mail addresses, employee identification numbers, signatures, passwords, financial information, billing and payment information, and/or government-issued identification numbers ("**Personal Information**"). You may gain access to such Personal Information from us, our affiliates, our suppliers, and/or your own operations. You acknowledge and agree that all Personal Information (other than Restricted Data, defined below) is our Confidential Information and is subject to the protections in Section 6.A.

During and after the Term, you (and if you are conducting business as an Entity, each of your owners) agree to, and to cause your respective current and former employees, representatives, affiliates, successors, and assigns to: (1) process, retain, use, collect, and disclose all Personal Information only in strict accordance with all applicable laws, regulations, orders, the guidance and codes of practice issued by industry or regulatory agencies, and the privacy policies and terms and conditions of any applicable Digital Presence; (2) assist us with meeting our compliance obligations under all applicable laws, regulations, and orders relating to Personal Information, including the guidance and codes of practice issued by industry or regulatory agencies; and (3) promptly notify us of any communication or request from any customer or other person to access, correct, delete, opt-out of, or limit activities relating to any Personal Information.

If you become aware of a suspected or actual breach of security or unauthorized access involving Personal Information, you will notify us immediately and specify the extent to which Personal Information was compromised or disclosed. You also agree to follow our instructions regarding curative actions and public statements relating to the breach. We reserve the right to conduct a data security and privacy audit of any of your Shop and your Computer Systems at any time, from time to time, to ensure that you are complying with our requirements.

Notwithstanding anything to the contrary in this Agreement or otherwise, you agree that we do not control or own any of the following Personal Information (collectively, the "**Restricted Data**"): (i) any Personal Information of the employees, officers, contractors, owners, or other personnel of you, your affiliates, or your Shop; (ii) such other Personal Information as we from time to time expressly designate as Restricted Data; and/or (iii) any other Personal Information to which we do not have access. Regardless of any guidance we may provide generally and/or any specifications that we may establish for other Personal Information, you have sole and exclusive responsibility for all Restricted Data, including establishing protections and safeguards for such Restricted Data; provided, that in each case you agree to comply with all applicable laws, regulations, orders, and the guidance and codes of practice issued by industry or regulatory agencies applicable to such Restricted Data.

L. **EMPLOYEES, AGENTS, AND INDEPENDENT CONTRACTORS.**

You acknowledge and agree that you are solely responsible for all decisions relating to employees, agents, and independent contractors that you may hire to assist in the operation of your Shop. You agree that any employee, agent, or independent contractor that you hire will be your employee, agent, or independent contractor, and not our employee, agent, or independent contractor. You also agree that you are exclusively responsible for the terms and conditions of employment of your employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and supervision. You agree to manage the employment functions of your Shop in compliance with all applicable employment laws.

9. **MARKETING.**

A. **GRAND OPENING ADVERTISING.**

You must spend at least $20,000 for a grand opening advertising program for your Shop. This minimum may be reduced if your Shop is opening in an existing market. You must spend this amount in addition to all other amounts you must spend on advertising specified in this Agreement. The amount you spend on grand opening advertising program will not count towards your Brand Fund Contribution (defined below) and/or any other marketing requirements we specify. You agree to submit a plan for your grand opening marketing program to us for our approval at least 75 days before your expected Opening Date, and to complete all grand opening marketing pursuant to the plan we have approved. You must also use any media, materials, programs, and strategies that we require in connection with the grand opening advertising program.

B. **BRAND FUND.**

We have established a brand promotion fund (the "**Brand Fund**") to administer certain advertising, marketing, and public relations programs for the System, the Jeni's® brand, and the promotion of Jeni's Ice Creams Scoop Shops. You hereby agree to contribute to the Brand Fund the amount that we prescribe (the "**Brand Fund Contribution**"). As of the Effective Date, the amount of the Brand Fund Contribution is 2% of your Net Sales. We may modify the amount of the Brand Fund Contribution from time to time with 30 days prior notice to you, provided that the total amount of the Brand Fund Contribution will not at any time exceed 4% of your Net Sales. The Brand Fund Contribution must be paid by you in the manner we designate from time to time, which may include collecting amounts in the same manner as the Royalty.

We will have exclusive control over all programs and services administered by the Brand Fund, with sole discretion over the creative concepts, materials, and campaigns and their geographic market, media placement, and allocation. The Brand Fund may pay for preparing and producing video, audio, and written materials and electronic media; sponsoring, supporting, and/or donating proceeds to one or more charitable, social, or community organizations or initiatives and/or hosting campaigns, initiatives, and/or events for the foregoing; developing, implementing, and maintaining any Digital Presences or other software or applications; administering national, regional, digital, or local advertising and marketing campaigns and/or programs; using advertising, promotion, and marketing agencies and other advisors to provide assistance; supporting public relations, market research, and other advertising, promotion, and marketing strategy or implementation activities; and/or any other expenditures that are directly or indirectly related to promoting the Marks, the System, the brand, and/or Jeni's Ice Creams Scoop Shops. We may also use the Brand Fund to pay for the Brand Fund's administrative and overhead costs, including the reasonable salaries and benefits of personnel who manage and administer the Brand Fund, and any other expenses that we or our affiliates incur that are related to administering or directing the Brand Fund and its programs. We may modify Brand Fund programs, services, or expenditures at any time in our sole discretion.

The purpose of the Brand Fund is to promote the Marks, the System, the Jeni's® brand, and Jeni's Ice Creams Scoop Shops generally. As such, you acknowledge and agree that there is no guarantee that you or your Shop will benefit from Brand Fund expenditures directly or in proportion to your Brand Fund Contribution. You further acknowledge and agree that neither we nor any of our affiliates or representatives has guaranteed the results of any Brand Fund or other marketing or promotional programs, services, or expenditures in any manner.

We will account for the Brand Fund separately from our other funds. However, neither we nor any of our affiliates has any fiduciary obligation to you or any other person for administering the Brand Fund. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund Contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We may administer the Brand Fund through a separate entity whenever we deem appropriate, and such entity will have all of the rights and duties specified herein. We have the right, but no obligation, to use collection agents and institute legal proceedings to collect Brand Fund Contributions at the Brand Fund's expense. We may also forgive, waive, settle, and compromise all claims by or against the Brand Fund in our sole discretion.

We may, upon prior written notice to you, reduce or suspend Brand Fund Contributions and/or operations of the Brand Fund for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund and associated Brand Fund Contributions. If we terminate the Brand Fund, we will spend the remaining balance of the monies in the Brand Fund in accordance with this Section until such amounts are exhausted. We may elect to maintain multiple Brand Funds, whether determined by geographic region, country, or otherwise, or consolidate or merge multiple Brand Funds, in each case provided that each such Brand Fund will otherwise remain subject to this Section.

C. **YOUR LOCAL ADVERTISING.**

You are solely responsible for conducting all local advertising for your Shop. However, you must satisfy our System Standards for all advertising for your Shop and/or using the Marks or the System. Our System Standards may require that you advertise and market your Shop in specific advertising mediums we determine, use forms of advertisement we approve, list your Shop with the online directories and subscriptions we periodically prescribe, and/or include links or references to

Digital Presences in the manner we prescribe. You must ensure that your advertising, promotion, and marketing is completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we prescribe from time to time. At least 14 days before you use them, you agree to send us for approval samples of all advertising, promotional, and marketing materials which we have not prepared or previously approved. If you do not receive written approval within 14 days after we receive the materials, they are deemed to be disapproved. Once we approve the materials, you are permitted to use them. However, we may withdraw our approval at any time and for any reason. You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved. We may also elect to control any or all Digital Presences associated with the Marks and/or your Shop, including that we may elect to control responses posted to comments of your customers on third-party platforms and directories.

D. **CHARITABLE, SOCIAL, AND COMMUNITY INITIATIVES.**

You understand that charitable, social, and community initiatives are a core component of our System, and we would not have granted you a franchise for a Jeni's Ice Creams Scoop Shop if you had not represented to us that you (and if you are an Entity, your Principal Owner) share our commitment to charitable, social, and community engagement. You acknowledge and agree that we may from time to time establish national or local charitable, social, or community events and initiatives for Jeni's Ice Creams Scoop Shops. Your Shop must participate in these events and initiatives in accordance with our System Standards, including that we may periodically require you to donate some or all Net Sales derived from events (together, "**Ice Cream Socials**") to national or local charitable, social, and/or community organizations that we have approved or designated. We may promote Ice Cream Socials in any manner we elect, including on a national or regional basis, and you must ensure that your Shop's marketing is consistent with ours, and that you offer the Ice Cream Social at your Shop as required.

We may also establish local marketing practices, activities, tactics, and/or goals for Jeni's Ice Creams Scoop Shops, including guidance on integrating community involvement into the operations and marketing for your Shop, generating local press for your community events and marketing efforts, and promoting national and local programs. You must ensure that your Shop and your marketing, advertising, and promotions for your Shop comply with all such guidelines and our System Standards. You also must ensure that you and your Shop satisfy all criteria we establish from time to time relating to local, social, and/or charitable activities and community engagement, including satisfying third-party certifications we designate from time to time relating to social, charitable, and community impact.

You further agree to use your best efforts to identify and support charitable, social, and community organizations and causes in your local area that are consistent with our System and System Standards. You must obtain our express written approval of all organizations, initiatives, and causes that your Shop will support and/or will be marketed from your Shop and/or to customers of your Shop. You understand and agree that we may withhold our approval and/or reject any causes, organizations, events, and/or initiatives in our sole and absolute discretion. You may not use your Shop, our Marks, and/or our System in any manner whatsoever to promote any organization, charity, cause, and/or platform that we have not expressly approved, and/or that we have disapproved.

E. **DIGITAL PRESENCES.**

We may periodically establish, maintain, manage and host websites, domain names, email address or accounts, social media accounts or content, location-based listings or accounts, and/or other online, digital, virtual or similar content, accounts, and/or other presences of any kind, together with any associated data, content, and/or related services (collectively, "**Digital Presences**") to advertise, market, and promote Jeni's Ice Creams Scoop Shops, the products and services that they offer and sell, or the Jeni's Ice Creams Scoop Shop franchise opportunity. We may, but are not obligated to, reference, advertise, describe, and/or promote your Shop on any Digital Presence that we maintain or manage. You must provide us the information and materials we request to develop, update, and modify the information about your Shop on any Digital Presences and notify us whenever any such information about your Shop is not accurate. We will maintain each Digital Presence in our sole discretion, and may use the Brand Fund's assets to develop, maintain, and update any Digital Presence. We may periodically update and modify any Digital Presence (including relating to your Shop) in our sole and absolute discretion. We have final approval rights over all information and content on any Digital Presence relating to our System, displaying the Marks, and/or promoting Shops (including your Shop). If you are in default of any obligation under this Agreement, then we may, in addition to our other remedies, remove references to your Shop from any Digital Presences that we manage or maintain.

You acknowledge and agree that we will have unrestricted access to and sole ownership of all accounts associated with any Digital Presence relating to the System and/or our Marks, including all documents, data, materials, and messages shared from or by such accounts, and including any and all branded email addresses and/or other accounts used by you, your Principal Owner, your Shopkeeper(s), and/or or your other personnel in connection with your Shop. We may deactivate any such account or limit your or your users' access to it at any time.

Except as expressly authorized by us, you may not develop, maintain, or authorize any Digital Presence that mentions your Shop, links to any Digital Presence that we manage or maintain, or displays any of the Marks. You may also not engage in any promotional or similar activities, or sell any products or services, whether directly or indirectly, through any Digital Presence, without our prior written approval. If we approve the use of any such Digital Presence in the operation of your Shop, you will develop and maintain such Digital Presence only in accordance with our guidelines, including our guidelines for posting any messages or commentary on third-party websites and/or maintaining an online privacy policy. Unless we specify otherwise, we will own the rights to each such Digital Presence that you manage. At our request, you agree to grant us access to each such Digital Presence, and to take whatever action (including signing assignment or other documents) we request to evidence our ownership of such Digital Presence, or to help us obtain exclusive rights and administrative control over such Digital Presence. You also agree to use any supplier we designate to manage any and all Digital Presences associated with your Shop and/or our System, including that we may require you to engage a supplier we have designated or approved to manage content and/or comments and responses on any and all Digital Presences, including comments and responses to customers of your Shop.

10. <u>RECORDS, REPORTS, AND FINANCIAL STATEMENTS</u>.

You must use the Computer System to maintain certain sales and other financial data, customer information, and other information we designate. You agree that we will have access to your Computer System at all times and that you must ensure that we and our designees have the right to access, collect, and retain from the Computer System any and all data concerning your Shop, other than the software you use to maintain payroll and other human resource files. At our request, you agree to sign a release with any supplier of your Computer System, providing us and our designees with such access to the Computer System as we may request from time to time. If such supplier is not willing to grant independent access for any reason, you agree to provide us and our designees access to your Computer System through your account and/or administrator privileges we specify.

You agree to conduct all bookkeeping, accounting, and recordkeeping for your Shop using the software and other products and services we designate and/or approve from time to time, and conforming to the requirements, specifications, and formats we prescribe from time to time. Without limiting the foregoing, you agree that we may periodically require you to use a standard chart of accounts for your Shop's accounting and bookkeeping records, and if we do so, you agree to use all standard chart of accounts, ledgers, and similar organizational and standardized methods of recording your Shop's financial performance and profits, losses, assets, revenue, and expenses. We may modify our requirements for your Shop's bookkeeping, accounting, and recordkeeping from time to time and you agree to comply with all of our System Standards for bookkeeping, accounting, and recordkeeping.

You agree to deliver to us such financial records, including profit and loss statements, operating statements, cash flow statements, statistical reports, bank activity reports, tax records, and such other records we request, at the intervals and in the formats we specify. We may modify our requirements for the types, formats, specifications, and methods for your reports and financial statements from time to time. You agree to verify and sign each report and financial statement in the manner we prescribe. We may use and/or disclose these reports and/or any data derived from these reports, as we determine in our sole discretion. You agree to preserve and maintain all records in a secure location at your Shop for at least three years, or such longer period as may be required by applicable law (including sales checks, purchase orders, invoices, payroll records, customer lists, check stubs, sales tax records and returns, cash receipts and disbursement journals, and general ledgers).

At our request, you will provide current financial information for your owners and guarantors sufficient to demonstrate such owners and guarantors' ability to satisfy their financial obligations under their individual guarantees (our form of which is attached hereto as <u>Attachment D</u>).

11. **<u>INSPECTIONS AND AUDITS</u>**.

A. **<u>OUR RIGHT TO INSPECT YOUR SHOP</u>.**

We and our designated agents or representatives, may at all times and without prior notice to you: (1) inspect your Shop; (2) photograph your Shop and observe and videotape your Shop's operation for consecutive or intermittent periods we deem necessary; (3) continuously or periodically monitor your Shop using electronic surveillance or other means; (4) remove samples of any products and supplies; (5) speak with your Shop's personnel and customers; (6) inspect your Computer System, including hardware, software, security, configurations, connectivity, and data access; and (7) inspect and copy any books, records, and documents relating to your Shop's operation. Additionally, we may contract with third parties to conduct mystery shopper, customer survey, or other market research, auditing, testing, and quality assurance inspections at your Shop. You agree to cooperate with us fully during the course of these inspections and tests. You agree to reimburse us for the cost of any quality assurance inspection and mystery shoppers that we engage to inspect your Shop from time to time.

If we determine after any inspection of your Shop that one or more failures of System Standards exist, we may re-inspect your Shop one or more times thereafter to evaluate whether such failures have been cured and/or conduct any other follow-up review that we deem is necessary. You must reimburse all of our costs associated with any failed inspection and all re-inspections and follow-up visits, including supplier fees, travel expenses, room and board, and compensation of our representatives and designees. These remedies are in addition to our other remedies and rights under this Agreement and applicable law if you violate any System Standards.

B. **<u>OUR RIGHT TO AUDIT</u>.**

We and/or our representatives may at any time during your business hours, without prior notice to you, examine the bookkeeping and accounting records for your Shop, sales and income tax records and returns, and other records. You agree to cooperate fully with our representatives in any examination. If any examination discloses an understatement of the Net Sales, you agree to pay us, within 15 days after receiving the examination report, the amounts that would be due on such understated Net Sales under this Agreement, plus our service charges and interest on the understated amounts from the date originally due until the date of payment. Furthermore, if an examination is necessary due to your failure to furnish reports, supporting records, or other information as required, or to furnish these items on a timely basis, or if our examination reveals an understatement exceeding 2% of the amount that you actually reported to us for the period examined, you agree to reimburse us for our costs of the examination, including the audit cost, charges of attorneys and independent accountants, and the travel expenses, room and board, and compensation of our employees. These remedies are in addition to our other remedies and rights under this Agreement and applicable law.

12. **<u>TRANSFER</u>.**

A. **<u>BY US</u>.**

We maintain a staff to manage and operate the franchise system and you understand that staff members can change as employees come and go. You represent that you have not signed this Agreement in reliance on any particular manager, owner, director, officer, or employee remaining with us in any capacity. We may change our ownership or form or assign this Agreement and any other agreement to a third party without restriction.

B. **<u>BY YOU</u>.**

The rights and duties this Agreement creates are personal to you (and if you are conducting business as an Entity, each of your owners), and we have granted you the terms of this Agreement in reliance upon our perceptions of your and your owners' individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, none of the following may be transferred, mortgaged, pledged, or encumbered, without our prior written approval: (1) this Agreement or any interest in this Agreement, (2) your Shop or all or substantially all of its assets, or (3) any direct or indirect ownership interest in you. A transfer of your Shop ownership, possession, or control, or substantially all of its assets, may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect. In this Agreement, the term "**transfer**" includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition, including transfer by reason of merger, consolidation, issuance of additional securities, death, disability, divorce, insolvency, encumbrance, foreclosure, surrender or by operation of law, and/or any transfer, surrender, loss of the possession, control, or management of your Shop.

If you intend to list your Shop for sale with any broker or agent, you shall do so only after obtaining our written approval of the broker or agent and of the listing agreement. You may not use or authorize the use of any Mark in advertising the transfer or other disposition of your Shop or of any ownership interest in you without our prior written consent. You shall not use or authorize the use of, and no third party shall on your behalf use, any written materials to advertise or promote the transfer of your Shop or of any ownership interest in you without our prior written approval.

C. **<u>CONDITIONS FOR APPROVAL OF TRANSFER</u>.**

You may not transfer this Agreement before your Shop has opened for business. Thereafter, we will approve a transfer if all of the following requirements are met:

(1) you submit an application in writing requesting our consent and providing us all information or documents we request about the transferee and its owners that we request to evaluate their ability to satisfy their respective obligations under our then-current form of franchise agreement and any documents ancillary thereto, and each such person must have completed and satisfied all of our application and certification requirements, including the criteria that neither the transferee nor its owners (if the transferee is an Entity) or affiliates have an ownership interest in or perform services for a Competitive Business;

(2) you and your owners have not violated any provision of this Agreement or any other agreement with us or our affiliates during both the 60-day period before you requested our consent to the transfer and the period between your request and the effective date of the transfer, including that you have paid all Royalties, Brand Fund Contributions, and other amounts owed to us, our affiliates, and third-party suppliers, and have submitted all required reports and statements;

(3) you provide us executed versions of any documents executed by you (or your owners) and transferee (and its owners) to effect the transfer, and all other information we request about the proposed transfer, and such transfer meets all of our requirements, including terms, closing date, purchase price, amount of debt and payment terms, and we have determined that the purchase price and other terms of the transfer will not adversely affect the operation of your Shop;

(4) you (and your owners) and the transferee (and its owners) sign all of the documents we are then requiring in connection with a transfer, in a form satisfactory to us, including: (i) a release of any and all claims (except for claims which cannot be released or waived pursuant to applicable law) against us and our affiliates and our and their owners, officers, directors, employees, and agents, and (ii) covenants that you and your transferring owners agree to satisfy all post-termination obligations under this Agreement;

(5) all persons required to complete training under the transferee's franchise agreement satisfactorily complete our training program, and transferee has paid all costs and expenses we incur to provide the training program to such persons;

(6) if the proposed transfer requires notice to or approval from the landlord of the Premises, or any other action under the terms of the Lease, you have taken such appropriate action and delivered us evidence of the same;

(7) you have corrected any existing deficiencies of your Shop of which we have notified you, and/or the transferee agrees to upgrade, remodel, and refurbish your Shop in accordance with our then-current specifications for Jeni's Ice Creams Scoop Shops within the time period we specify following the date of the transfer and the transferee agrees to escrow an amount we approve for payment of the required upgrade, remodel or refurbishment;

(8) the transferee must (if the transfer is of this Agreement or your Shop), sign our then-current form of franchise agreement and related documents, any and all of the provisions of which may differ materially from any and all of those contained in this Agreement, including the Royalty and the Brand Fund Contribution; provided, that the term of the new franchise agreement signed will equal the then-remaining Term;

(9) the transferee(s) must (if the transfer is any beneficial or ownership interest in you) (i) sign our then-current form of guaranty undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us, and (ii) provide us with an updated Attachment A;

(10) you pay us a transfer fee equal to $25,000; and

(11) you provide us the evidence we request to show that appropriate measures have been taken to effect the transfer as it relates to the operation of your Shop, including transferring all necessary business licenses, insurance policies, and material agreements, or obtaining new business licenses, insurance policies and material agreements, each in accordance with our System Standards.

We may review all information regarding your Shop that you give the transferee, correct any information that we believe is inaccurate, and give the transferee copies of any reports that you have given us or we have made regarding your Shop.

Our consent to a transfer pursuant to this Section 12.C is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of your Shop's or transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand the transferee's full compliance with this Agreement.

D. **YOUR DEATH OR DISABILITY.**

Upon the death or disability of you (or if you are conducting business as an Entity, any of your owners), such person's executor, administrator, conservator, guardian, or other personal representative must transfer such person's interest in this Agreement, your Shop, or ownership interest in you, to a third party that we approve (which may be such person's heirs, beneficiaries, or devisees). That transfer must be completed within a reasonable time, not to exceed 180 days from the date of death or disability, and is subject to all of the terms and conditions in this Section 12, except that any transferee that is the spouse or immediate family member of the deceased will not have to pay the transfer fee described in Section 12.C(10) if the transfer meets all the other conditions in Section 12.C, and the transferee reimburses us for any costs we incur in connection with documenting and otherwise processing such transfer, including reasonable attorneys' fees. The term "**disability**" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent such person from fulfilling such person's respective duties under this Agreement, as applicable. In the event of the death or disability of you (if you are conducting business as an individual) or your Principal Owner (if you are conducting business as an Entity), if your Shop is not otherwise being managed by a Shopkeeper, you or your Principal Owner's (as applicable) person's executor, administrator, conservator, guardian, or other personal representative must within a reasonable time, not to exceed 15 days from the date of death or disability, appoint a Shopkeeper who we approve and who has completed our then-current Initial Training Program to supervise the day-to-day operations of your Shop. If your Shop is not being managed properly at any time from and after the death or disability of you (if you are conducting business as an individual) or your Principal Owner (if you are conducting business as an Entity), in our sole judgment, we may, but need not, operate the Shop on an interim basis (or appoint a third party to operate the Shop on an interim basis) in accordance with Section 14.D.

E. **TRANSFER TO A WHOLLY-OWNED ENTITY.**

If you do not originally sign this Agreement as an Entity, you may transfer this Agreement to an Entity; provided, that: (1) such Entity conducts no business other than your Shop and, if applicable, other Jeni's Ice Creams Scoop Shops; (2) you maintain management control of such Entity; (3) you own and control 100% of the economic interests, equity, and voting power of all issued and outstanding ownership interests in such Entity; (4) all of the assets of your Shop are owned, and the business of your Shop is conducted only by, that single Entity; (5) you satisfy all conditions applicable to a transfer described in Section 12.C, except that we will not require payment of a transfer fee as described in Section 12.C(10) (provided, that you reimburse us for any costs we incur in connection with documenting and otherwise processing such transfer, including reasonable legal fees) and our right of first refusal under Section 12.F will not apply; and (6) that Entity must expressly assume all of your obligations under this Agreement, your Lease, and otherwise satisfy the conditions under this Agreement, including delivery of insurance certificates to us. You agree to remain personally liable under this Agreement as if the transfer to the Entity did not occur, including by signing our then-current form of personal guaranty of the obligations of such Entity. You must also sign the form of consent to assignment and assignment satisfactory to us which may include a release of any and all claims (except for claims which cannot be released or waived pursuant to an applicable franchise statute) against us and our affiliates, and our and their owners, officers, directors, employees, and agents.

F. **OUR RIGHT OF FIRST REFUSAL.**

If you or any of your owners wish to conduct a transfer described under Section 12.B and Section 12.C above, you (or your owners) agree to obtain from a responsible and fully disclosed buyer, and send to us, a true and complete copy of a bona fide written offer relating exclusively to an interest in you or in this Agreement and your Shop. 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 an earnest money deposit equal to 5% or more of the offering price. We may require you (or your owners) to send us copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction.

We may elect to purchase the interest offered for the price and on the terms and conditions contained in the offer, provided that: (1) we notify you or your selling owner(s) that we intend to purchase the interest within 60 days after we receive a copy of the offer and all other information we request; (2) we may substitute cash for any form of payment proposed in the offer (such as ownership interests in a privately-held entity); (3) we or our designee will be offered the same terms for any promissory notes or other deferred payments as those offered by the proposed buyer; (4) we will have an additional 90 days to prepare for closing after notifying you of our election to purchase; and (5) we must receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in any legal business entity.

We have the unrestricted right to assign any or all of our rights under this Section 12.F to a third party who then will have the rights described herein. If we do not exercise our right of first refusal, you or your owners may complete the sale to the proposed buyer on the original offer's terms, but only if we otherwise approve the transfer in accordance with Section 12.B and Section 12.C, and if you and your owners and the transferee comply with the conditions in Section 12.B and Section 12.C.

If you do not complete the sale to the proposed buyer within 60 days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change in the terms of the sale (which you agree to tell us promptly), we or our designee will have an additional right of first refusal on the same terms as described above.

13. Renewal of Your Franchise.

A. Your Right to Renew Your Franchise.

When this Agreement expires, you may renew your franchise to operate your Shop for two successive terms of 5 years each, if you meet the following conditions:

(1) you give us written notice of your election to acquire a successor franchise no more than 270 days and no less than 180 days before this Agreement expires;

(2) you and each of your owners have substantially complied with this Agreement at all times during the Term;

(3) you maintain possession of the Premises pursuant to a Lease we have approved, which must have a Lease term no less than the full term of the renewal franchise;

(4) you agree to remodel and/or expand your Shop, add or replace improvements, and otherwise modify your Shop as we require to comply with System Standards then-applicable for new Jeni's Ice Creams Scoop Shops;

(5) you pay us our renewal fee, which is 50% of the then-current initial franchise fee;

(6) you and your owners have not violated any provision of this Agreement or any other agreement with us or our affiliates during both the 60-day period before you give us written notice of your election to acquire a successor franchise and on the date on which the term of the successor franchise commences, in full compliance with this Agreement including that you have paid all Royalties, Brand Fund Contributions, and other amounts owed to us, our affiliates, and third-party suppliers, and have submitted all required reports and statements;

(7) you and your owners sign the franchise agreement and all other ancillary documents and guaranties we then use to grant franchises for Jeni's Ice Creams Scoop Shops (modified as necessary to reflect the fact that it is for a renewal franchise), which may contain provisions that differ materially from those contained in this Agreement, including changes to your Royalty, Brand Fund Contribution, and Protected Territory;

(8) you and your owners agree to sign, in a form satisfactory to us, a general release of any and all claims (except for claims which cannot be released or waived pursuant to an applicable franchise statute) against us and our owners, affiliates, officers, directors, employees, agents, successors, and assigns; and

(9) we are then-offering franchises for Jeni's Ice Creams Scoop Shops in your geographic market.

You acknowledge that we are not required to offer you a renewal franchise if you and/or your owners fail to meet the conditions set forth in this Section, regardless of whether we had or chose to exercise the right to terminate this Agreement during the Term under Section 14.C.

B. **ACQUIRING A RENEWAL FRANCHISE.**

If we agree to grant you a renewal franchise after we receive your notice that you wish to renew your franchise upon the expiration of the Term, our notice may describe certain remodeling, maintenance, expansion, improvements, technology upgrades, trade dress updates, and/or modifications required to bring your Shop into compliance with then-applicable System Standards for new Jeni's Ice Creams Scoop Shops, and state the actions you must take to correct operating deficiencies and the time period in which you must correct these deficiencies. If our notice states that you must remodel your Shop and/or must cure certain deficiencies of your Shop or its operation as a condition to our granting you a renewal franchise, and you fail to complete the remodeling and/or to cure those deficiencies, we may revoke any approval of such a renewal franchise we may have awarded. If you fail to notify us of your election to acquire a renewal franchise within the prescribed time period, we need not grant you a renewal franchise.

14. **TERMINATION OF AGREEMENT**.

A. **AUTOMATIC.**

This Agreement and all rights granted to you in this Agreement shall automatically terminate without notice if: (1) you make an assignment for the benefit of creditors; (2) you consent to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property; (3) your Shop is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant, or levy is vacated within 30 days; (4) any order appointing a receiver, trustee, or liquidator of you or your Shop is not vacated within 30 days following the order's entry; and/or (5) you or any of your owners file a petition in bankruptcy or a petition in bankruptcy is filed against you.

B. **BY YOU.**

If you and your owners are fully complying with this Agreement and we materially fail to comply with this Agreement and do not correct the failure within 30 days after you deliver written notice of the material failure to us or if we cannot correct the failure within 30 days and we fail to give you within 30 days after your notice reasonable evidence of our effort to correct the failure within a reasonable time, you may terminate this Agreement effective an additional 30 days after you deliver to us written notice of termination. Your termination of this Agreement other than according to this Section 14.B will be deemed a termination without cause and a breach of this Agreement.

C. **BY US.**

We may terminate this Agreement, effective upon delivery of written notice to you, if:

(1) you or any of your owners have made or make any material misrepresentation or omission in acquiring the rights under this Agreement or in operating your Shop;

(2) you do not obtain lawful possession of a Premises we have approved and deliver to us a fully executed copy of the Lease and lease addendum we have approved for such Premises, in each case by the deadline set forth in Section 2.B;

(3) you do not satisfy all of your development obligations specified in this Agreement, including obtaining our approval prior to opening your Shop, and open your Shop for business by the deadline specified in Section 2.C;

(4) your Mandatory Trainees do not satisfactorily complete the Initial Training Program;

(5) you abandon or fail to actively operate your Shop for more than 3 consecutive days of operation, or you provide us or any other party notice (written or oral) that you intend to permanently close or otherwise abandon the operation of your Shop;

(6) you or any of your owners are or have been convicted of or have pleaded no contest or guilty to a felony;

(7) you fail to maintain the insurance we require and do not correct the failure within 10 days after we deliver written notice of that failure to you;

(8) you or any of your owners violate any of the covenants made in Section 5 (Marks), Section 6 (Proprietary Information) or Section 7 (Restrictive Covenants);

(9) you or any of your owners make or attempt to make an unauthorized transfer under Section 12;

(10) you sell any ice cream or other products for which we have specified Property Products at or from your Shop, other than the Proprietary Products we have specified, and do not cease such activity within 24 hours of notice from us;

(11) you fail to maintain sufficient inventory of Proprietary Products to satisfy demand at your Shop, other than by reason of shipping or supplier delays that are entirely outside of your control, and you do not order sufficient Proprietary Products to correct the shortfall within 48 hours of notice from us;

(12) an event of default occurs under the terms of your Lease, your Lease is terminated by either party thereto, or you otherwise lose the right to occupy the Premises, whether or not through any fault of yours;

(13) you violate any law, ordinance, rule, or regulation of a governmental agency in connection with the operation of your Shop and fail to correct such violation within 72 hours after notice to you, whether from us or any other party;

(14) you fail to pay us or our affiliates any amounts due and do not correct the failure within 10 days after notice to you, or fail to pay any third-party obligations owed in connection with your ownership or operation of your Shop and do not correct such failure within any cure periods permitted by the person to whom such obligations are owed;

(15) you fail to pay when due any federal or state income, service, sales, use, employment, or other taxes due on or in connection with the operation of your Shop, unless you are in good faith contesting your liability for these taxes;

(16) you understate the Net Sales two times or more during the Term;

(17) you (or any of your owners) (i) fail on three or more separate occasions within any 12 consecutive month period to comply with this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you; or (ii) fail on two or more separate occasions within any 12 consecutive month period to comply with the same obligation under this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you;

(18) you create or allow to exist any condition in connection with your operation of your Shop, at any location, which we reasonably determine to present an immediate health or safety concern for your Shop's customers or employees;

(19) you fail to pass quality assurance audits, mystery shopper visit, or other inspection, and do not cure all deficiencies within 15 days after notice to you;

(20) you (or any of your owners) fail to comply with any other provision of this Agreement or any System Standard, and do not correct the failure within 30 days after notice to you; or

(21) you or an affiliate fails to comply with any other agreement with us or our affiliate and do not correct such failure within the applicable cure period, if any.

D. **INTERIM OPERATIONS.**

We have the right, but not the obligation, to enter the Premises and operate your Shop on an interim basis, or to appoint a third party to operate your Shop on an interim basis: (1) if you abandon or fail actively to operate your Shop for a period of more than 3 consecutive days; (2) at any time after the death or disability of you (if you are conducting business as an individual) or your Principal Owner (if you are conducting business as an Entity), if your Shop is at any time not being managed as required by Section 12.D; or (3) if this Agreement expires or is terminated and we are transitioning your Shop operations as permitted under Section 15D or determining whether to do so.

If we elect to operate your Shop on any interim basis, you must cooperate with us and our designees, continue to support the operations of your Shop, and comply with all of our instructions and System Standards, including making available any and all books, records, and accounts. You understand and acknowledge that during any such interim period, you are still the owner of your Shop, and you continue to bear sole liability for any and all accounts payable, obligations, and/or contracts, including all obligations under the Lease and all obligations to your suppliers, employees, and contractors, and any and all sales tax, income tax, and other taxes and charges arising from the Net Sales of your Shop, in each case unless and until we expressly assume them in connection with the purchase of your Shop under Section 15.D. If we or our designee operate your Shop on an interim basis, you acknowledge that we or our designee will have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations your Shop incurs, or to any of your creditors for any supplies, products, or other assets or services your Shop purchases, while we or our designee manage it. You understand that we are not required to use your employees, suppliers, or contractors to operate your Shop. You also agree that we may elect to cease such interim operations of your Shop at any time with notice to you.

During any time period that we elect to operate your Shop on any interim basis, we will collect the Net Sales of your Shop in an account we designate, which may be your business account and/or the business account of us or one of our affiliates or designees. We will account for and deduct from such Net Sales all operating expenses of your Shop, including: (i) any applicable Royalty, Brand Fund Contributions, and other amounts due to us or our affiliates, and (ii) any and all of our and our affiliates' and our designees' costs and expenses arising from such interim operations, which you hereby agree that you will reimburse in full as an operating expense of your Shop. Any and all Net Sales that exceed the expenses of your Shop during the period of interim operations, as we determine and calculate, will be retained by us in full and will become our property, as consideration for the interim operations that we are providing under this Section 14.D. If the Net Sales derived from operation of your Shop are less than the amount of the associated expenses during the time of any interim operations, you are solely directly responsible for the balance of all such expenses and costs, including reimbursement of our and our affiliates' and designee's costs and expenses, and payment of any Royalty, Brand Fund Contributions, and other amounts due to us or our affiliates. We may collect any amounts owed to us, our affiliates, or designees directly from any collected Net Sales, and/or pay over such amounts to us, our affiliates, or designees in any manner we see fit.

Our decision to operate your Shop on an interim basis will not affect our right to terminate this Agreement under Section 14. Your indemnification obligations set forth under Section 16.D will continue to apply during any period that we or our designee operate your Shop on an interim basis.

15. **RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION**.

A. **PAYMENT OF AMOUNTS OWED TO US.**

You agree to pay us the Royalty, Brand Fund Contributions, late fees and interest, and all other amounts owed to us and our affiliates which then are unpaid within 30 days after this Agreement expires or is terminated.

B. **DE-IDENTIFICATION.**

Upon termination or expiration of this Agreement, you and your owners must immediately:

(1) close your Shop for business to customers and cease to directly or indirectly sell any products and services of any kind and in any manner from your Shop and/or using the Marks, unless we direct you otherwise in connection with our exercise of our option to purchase pursuant to Section 15.D;

(2) cease to directly or indirectly use any Mark, any colorable imitation of a Mark, other indicia of a Jeni's Ice Creams Scoop Shop, or any trade name, trademark, service mark, or other commercial symbol that indicates or suggests a connection or association with us or the System, in any manner or for any purpose (except in connection with other Jeni's Ice Creams Scoop Shops you operate in compliance with the terms of a valid Franchise Agreement with us);

(3) cease to directly or indirectly identify yourself or your business as a current or former Jeni's Ice Creams Scoop Shop or as one of our current or former franchise owners (except in connection with other Jeni's Ice Creams Scoop Shops you operate in compliance with the terms of a valid Franchise Agreement with us) and take the action required to cancel or assign all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

(4) if we do not exercise our option to purchase your Shop under Section 15.D below, promptly and at your own expense, make the alterations we specify to distinguish your Shop clearly from its former appearance and from other Jeni's Ice Creams Scoop Shops, including by removing all materials and signage bearing our Marks and removing from both the interior and exterior of the Premises all materials and components of our trade dress as we determine to be necessary in order to prevent public confusion and in order to comply with the non-competition provisions set forth in Section 15.C;

(5) cease using and, at our direction, either disable or transfer, assign, or otherwise convey to us full control of all Contact Information and Digital Presences that you used to operate your Shop or that displays any of the Marks or any reference to the franchise system (provided that all liabilities and obligations arising from any such Contact Information or Digital Presence prior to the date of the transfer, assignment, or conveyance to us will remain your sole responsibility in all respects, and any costs we incur in connection therewith will be indemnifiable under Section 16.D);

(6) return to us or destroy (as we require) all items, forms, and materials containing any Mark or otherwise identifying or relating to Jeni's Ice Creams Scoop Shops, and any and all Confidential Information (including the Brand Manual and any and all customer data or other information from your Computer System);

(7) comply with all other System Standards we establish from time to time (and all applicable laws) in connection with the closure and de-identification of your Shop, including as it relates to disposing of Personal Information, in any form, in your possession or the possession of any of your employees; and

(8) give us evidence satisfactory to us of your compliance with these obligations.

If you fail to take any of the actions or refrain from taking any of the actions described above, we may take whatever action and sign whatever documents we deem appropriate on your behalf to cure the deficiencies, including, without liability to you or third parties for trespass or any other claim, to enter the Premises and remove any signs or other materials containing any Marks from your Shop. You must reimburse us for all costs and expenses we incur in correcting any such deficiencies. You hereby appoint us as your true and lawful attorney-in-fact to take such actions and execute such documents on your behalf as may be required to effect the foregoing purposes.

C. **COVENANT NOT TO COMPETE.**

For two years beginning on the date of termination or expiration of this Agreement, you and your owners agree not to (and to use each of your best efforts to cause each of your respective current and former spouses, immediate family members, owners, officers, directors, employees, representatives, affiliates, successors, and assigns not to): (1) have any direct or indirect interest as an owner (whether of record, beneficially, or otherwise) in a Competitive Business; (2) lease or sublease the Premises to a Competitive Business; and/or (3) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, in each case, if such Competitive Business is located or operating:

(i) at the Premises or within a 5-mile radius of the Premises, or

(ii) within a 5-mile radius of any other Jeni's Ice Creams Scoop Shop.

If any person restricted by this Section 15.C fails to comply with these obligations as of the date of termination or expiration, the two-year restricted period for that person will commence on the date the person begins to comply with this Section 15.C, which may be the date a court order is entered enforcing this provision. You and your owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing the covenants made in this Section 15.C will not deprive you of your personal goodwill or ability to earn a living. The restrictions in this Section 15.C will also apply after any transfer, to the transferor and its owners, for a period of two years beginning on the effective date of the transfer, with the force and effect as though this Agreement had been terminated for such parties as of such date.

D. **OUR RIGHT TO PURCHASE YOUR SHOP.**

We have the option to purchase any or all of the assets of your Shop, including your Premises (if you or one of your owners or affiliates owns the Premises) upon termination or expiration of this Agreement. We have the unrestricted right to assign this option to purchase. We may exercise this option by giving you written notice within 30 days after the date of such termination or expiration. The purchase price for your Shop will be the net realizable value of the tangible assets in accordance with the liquidation basis of accounting (not the value of your Shop as a going concern). If you dispute our calculation of the purchase price, the purchase price will be determined by one independent accredited appraiser designated by us who will calculate the purchase price applying the criteria specified above. We agree to select the appraiser within 15 days after we receive the financial and other information necessary to calculate the purchase price (if you, and we have not agreed on the purchase price before then). You and we will share equally the appraiser's fees and expenses. The appraiser must complete its calculation within 30 days after its appointment. We may set off against the purchase price, and reduce the purchase price by, any and all amounts you or your owners owe us or our affiliates.

Closing of the purchase will take place, as described below, on a date we select which is within 90 days after determination of the purchase price in accordance with this Section 15.D, although we or our designee may decide after the purchase price is determined not to purchase your Shop and/or the Premises. At the closing, you agree to deliver to us or our designee: (1) an asset purchase agreement and other agreements in the form we dictate, which provide customary warranties and representations, including representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; and liabilities affecting the assets, contingent or otherwise; (2) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all taxes paid by you, including sales, goods and services, harmonized sales, use, value added, retailer's excise, or similar taxes; (3) any and all of your Shop's licenses and permits which may be assigned or transferred; (4) the ownership interest or leasehold interest (as applicable, if we determine) in the Premises and improvements or a lease assignment or lease or sublease, as applicable; and (5) an agreement, in form and substance satisfactory to us, voluntarily terminating this Agreement, under which you agree to comply with all post-term obligations under this Agreement, and that you and your owners agree to a general release of any and all claims (except for claims which cannot be released or waived pursuant to an applicable franchise statute) against us and our owners, affiliates, officers, directors, employees, agents, successors, and assigns. If you cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, we and you will close the sale through an escrow.

E. **LOST REVENUE DAMAGES.**

If we terminate this Agreement because of your breach or if you terminate this Agreement without cause, you and we agree that it would be difficult, if not impossible, to determine the amount of damages that we would suffer due to the loss or interruption of the revenue stream we otherwise would have derived from your continued payment of Royalties, and that the Brand Fund would have otherwise derived from your continued contributions to those funds, through the remainder of the Term. Therefore, you and we agree that a reasonable estimate of such damages, less any cost savings we might have experienced (the "**Lost Revenue Damages**") is an amount equal to the net present value of the Royalties and Brand Fund Contributions that would have become due had this Agreement not been terminated, from the date of termination, to the earlier of (1) the 2^{nd} anniversary of the termination date; or (2) the scheduled expiration of the Term. For the purposes of this Section, Royalties and Brand Fund Contributions will be calculated based on the average monthly Net Sales of your Shop during the 12 full calendar months immediately preceding the last date of regular operations of your Shop; provided, that if as of such date your Shop has not been operating for at least 12 months, Royalties and Brand Fund Contributions will be calculated based on the average monthly Net Sales of all Jeni's Ice Creams Scoop Shops operating under the Marks during our last fiscal year.

You agree to pay us Lost Revenue Damages within 30 days after this Agreement is terminated. You and we agree that the calculation described in this Section is a calculation only of the Lost Revenue Damages and that nothing herein shall preclude or limit us from proving and recovering any other damages caused by your breach of the Agreement.

F. **CONTINUING OBLIGATIONS.**

All of our and your (and your owners') obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire, including all obligations relating to non-disparagement, non-competition, non-interference, confidentiality, information security, Innovations, and indemnification.

16. **RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.**

A. **INDEPENDENT CONTRACTORS.**

This Agreement does not create a fiduciary relationship between you and us, that you and we are and will be independent contractors, and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner, or employee of the other for any purpose. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, your personnel, and others as the sole owner and operator of your Shop and to place notices of independent ownership on the forms, business cards, stationery, advertising, and other materials we require from time to time. You also acknowledge that you will have a contractual relationship only with us and may look only to us to perform under this Agreement, and not our affiliates, designees, officers, directors, employees, or other representatives or agents.

B. **<u>No Liability To Or for Acts of Other Party</u>.**

We and you may not make any express or implied agreements, warranties, guarantees, representations, or incur any debt in the name or on behalf of the other or represent that our respective relationship is other than franchisor and franchise owner. We will not be obligated for any damages to any person or property directly or indirectly arising out of the operation of your Shop or the business you conduct under this Agreement. We will have no liability for your obligations to pay any third parties, including any product suppliers.

C. **<u>Taxes</u>.**

We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, or other taxes, whether levied upon you or your Shop, due to the business you conduct (except for our income taxes). You are responsible for paying these taxes and must reimburse us for any such taxes that we must pay to any state taxing authority on account of your operation or payments that you make to us.

D. **<u>Indemnification</u>.**

You agree to indemnify, defend, and hold harmless us, our affiliates, and each of our and their respective affiliates, owners, directors, managers, officers, employees, agents, successors, and assignees (the "**Indemnified Parties**") against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of: (i) the development and operation of your Shop; (ii) the business you conduct under this Agreement; (iii) your breach of this Agreement; (iv) your employment practices, instituted by your employees or by others; and/or (v) the actions or omissions of you, your owners, or your and their respective representatives, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by the Indemnified Party's intentional misconduct in a final, unappealable ruling issued by a court with competent jurisdiction or arbitrator. For purposes of this indemnification, "**claims**" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation or alternative dispute resolution, regardless of whether litigation or alternative dispute resolution is commenced.

Each Indemnified Party may defend any claim against it at your expense and agree to settlements or take any other remedial, corrective, or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section 16.D. Any Indemnified Party may demand that you advance funds to such Indemnified Party to pay for any claims that are indemnifiable under this Section 16.D, and you will advance such funds promptly upon demand; provided, however, that if (and only to the limited extent that) any such claim is ultimately determined not to be indemnifiable under this Section 16.D in a final, unappealable ruling issued by a court with competent jurisdiction or arbitrator, such Indemnified Party must reimburse any portion of such funds that are attributable to such non-indemnifiable claims.

17. ENFORCEMENT.

A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS.

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, arbitrator, agency, or other tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties.

If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires, or some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable, or unlawful, the notice or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. You agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

B. WAIVER OF OBLIGATIONS.

We and you may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of 10 days' prior written notice.

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

The following provision applies if you or the franchise granted hereby are subject to the franchise registration laws in Illinois, Indiana, Maryland, Michigan, Minnesota, Virginia, or Wisconsin: 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 (1) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (2) 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.

C. **COSTS AND ATTORNEYS' FEES.**

The prevailing party in any judicial or arbitration proceeding shall be entitled to recover from the other party all damages, costs, and expenses, including arbitration and court costs and reasonable attorneys' fees, incurred by the prevailing party in connection with such proceeding.

D. **NO WITHHOLDING OF PAYMENTS DUE TO US.**

You may not withhold payment of any amounts owed to us on the grounds of our alleged non-performance of any of our obligations under this Agreement or for any other reason, and you specifically waive any right you may have at law or in equity to offset any funds you may owe us or to fail or refuse to perform any of your obligations under this Agreement.

E. **RIGHTS OF PARTIES ARE CUMULATIVE.**

Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy which we or you are entitled by law to enforce.

F. **ARBITRATION.**

We and you agree that all controversies, disputes, or claims between us or any of our affiliates, and our and their respective owners, officers, directors, agents, and employees, on the one hand, and you and your owners, guarantors, affiliates, and employees, on the other hand, arising out of or related to: (1) this Agreement or any other agreement between you (or any of your owners) and us (or any of our affiliates); (2) our relationship with you; (3) the scope or validity of this Agreement or any other agreement between you (or any of your owners) and us (or any of our affiliates) or any provision of any of such agreements (including the validity and scope of this arbitration provision, which is to be determined by an arbitrator, not a court); or (4) any System Standard, must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association (the "**AAA**"). The arbitration proceedings will be conducted by one arbitrator and, except as this Section otherwise provides, according to the AAA's then-current Commercial Arbitration Rules. All proceedings will be conducted at a suitable location chosen by the arbitrator that is within 50 miles of our or, as applicable, our successor's or assign's then-current principal place of business (currently, Columbus, Ohio). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The interim and final awards of the arbitrator shall be final and binding upon each party, and judgment upon the arbitrator's awards may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her awards any relief which he or she deems proper, including money damages, pre- and post-award interest, interim costs and attorneys' fees, specific performance, and injunctive relief, provided that the arbitrator may not declare any of the trademarks owned by us or our affiliates generic or otherwise invalid, or award any punitive or exemplary damages against any party to the arbitration proceeding (we and you hereby waiving to the fullest extent permitted by law any such right to or claim for any punitive or exemplary damages against any party to the arbitration proceeding). In any arbitration brought pursuant to this arbitration provision, and in any action in which a party seeks to enforce compliance with this arbitration provisions, the prevailing party shall be awarded its costs and expenses, including attorneys' fees, incurred in connection therewith.

We and you agree to be bound by the provisions of any applicable contractual or statutory limitations provision, whichever expires earlier. We and you further agree that, in any arbitration proceeding, each party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding. Any claim which is not submitted or filed as required will be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us.

WE AND YOU AGREE THAT ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT AN ARBITRATION PROCEEDING BETWEEN US AND ANY OF OUR AFFILIATES, OR OUR AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, ON THE ONE HAND, AND YOU (OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES), ON THE OTHER HAND, MAY NOT BE: (I) CONDUCTED ON A CLASS-WIDE BASIS; (II) COMMENCED, CONDUCTED, OR CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING; (III) JOINED WITH ANY SEPARATE CLAIM OF AN UNAFFILIATED THIRD-PARTY; OR (IV) BROUGHT ON YOUR BEHALF BY ANY ASSOCIATION OR AGENT. Notwithstanding the foregoing, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute, controversy, or claim that otherwise would be subject to arbitration under this Section, then all parties agree that this arbitration clause shall not apply to that dispute, controversy, or claim and that such dispute, controversy, or claim shall be resolved in a judicial proceeding in accordance with the dispute resolution provisions of this Agreement.

We and you agree that, in any arbitration arising as described herein, the arbitrator shall have full authority to manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute. The parties may only serve reasonable requests for documents, which must be limited to documents upon which a party intends to rely or documents that are directly relevant and material to a significant disputed issue in the case or to the case's outcome. The document requests shall be restricted in terms of time frame, subject matter, and persons or entities to which the requests pertain and shall not include broad phraseology such as "all documents directly or indirectly related to." You and we further agree that no interrogatories or requests to admit shall be propounded unless the parties later mutually agree to their use.

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

Any provisions of this Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this Section.

G. **GOVERNING LAW.**

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other United States federal law, this Agreement and any related agreements, the franchise for your Shop, and all claims arising from the relationship between us or any of our affiliates (and our and their respective owners, officers, directors, agents, representatives and employees), and you (and your owners, guarantors, affiliates, and employees), will be governed by the laws of the State of Ohio, without regard to its conflict of laws rules. Any state law regulating the offer or sale of franchises or governing the relationship of a franchisor and its franchisee, including the terms set forth on Attachment F (as applicable), will not apply unless the jurisdictional requirements of such state law are met independently without reference to this Section.

H. **CONSENT TO JURISDICTION.**

Subject to the obligation to arbitrate under 17.G above and the provisions below, you and your owners agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in the court nearest to our or, as applicable, our successor's or assign's then-current principal place of business (currently, Columbus, Ohio), and you (and each owner) irrevocably submit to the jurisdiction of that court and waive any objection you (or the owner) might have to either the jurisdiction of or venue in that court.

I. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.**

Except for your obligation to indemnify us for third party claims under Section 16.D, we and you (and your owners) waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that, in the event of a dispute between us and you, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains. We and you irrevocably waive trial by jury in any proceeding brought by either of us.

J. **INJUNCTIVE RELIEF.**

Nothing in this Agreement, including the provisions of Section 17.F, bars our right to obtain specific performance of the provisions of this Agreement and injunctive relief against any threatened or actual conduct that will cause us, the Marks, or the System loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and temporary or preliminary injunctions. You agree that we may seek such relief from any court of competent jurisdiction in addition to such further or other relief as may be available to us at law or in equity. You agree that we will not be required to post a bond to obtain injunctive relief and that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

K. **BINDING EFFECT.**

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to our right to modify the Brand Manual and System Standards, this Agreement may not be modified except by a written agreement signed by our and your duly authorized officers.

L. **LIMITATIONS OF CLAIMS.**

You and your owners agree not to bring any claim asserting that any of the Marks are generic or OTHERWISE INVALID. EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR SHOP, OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED IN ACCORDANCE WITH THIS AGREEMENT WITHIN ONE YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS. The parties understand that such time limit might be shorter than otherwise allowed by law. You and your owners agree that your and their sole recourse for claims arising between the parties shall be against us or our successors and assigns. You and your owners agree that our and our affiliates' members, managers, shareholders, directors, officers, employees, and agents shall neither be personally liable nor named as a party in any action between us or our affiliates and you or your owners.

WE AND YOU AGREE THAT ANY PROCEEDING WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT ANY PROCEEDING BETWEEN US AND ANY OF OUR AFFILIATES, OR OUR AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, ON THE ONE HAND, AND YOU OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES, ON THE OTHER HAND, MAY NOT BE: (I) CONDUCTED ON A CLASS-WIDE BASIS; (II) COMMENCED, CONDUCTED, OR CONSOLIDATED WITH ANY OTHER PROCEEDING; (III) JOINED WITH ANY CLAIM OF AN UNAFFILIATED THIRD-PARTY; OR (IV) BROUGHT ON YOUR BEHALF BY ANY ASSOCIATION OR AGENT.

No previous course of dealing shall be admissible to explain, modify, or contradict the terms of this Agreement. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement.

M. **AGREEMENT EFFECTIVENESS.**

This Agreement shall not be effective until accepted by us as evidenced by dating and signing by an officer or other duly authorized representative of ours.

N. **CONSTRUCTION.**

The preambles and attachments are a part of this Agreement, which together with this Agreement constitute our and your entire agreement relating to the matters contemplated hereby, and there are no other oral or written understandings or agreements between us and you, or oral or written representations by us, relating to the subject matter of this Agreement, the franchise relationship, or your Shop (any understandings or agreements reached, or any representations made, before this Agreement are superseded by this Agreement). Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to you. Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement, and are not binding on us.

Except as provided in this Agreement, including Section 16.D and Section 17.F, and those provisions expressly benefiting our affiliates, nothing in this Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed, initiated, or completed actions that require our approval. The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs.

References in this Agreement to: (1) "we," "us," and "our," with respect to all of our rights and all of your obligations to us under this Agreement, include any of our affiliates with whom you deal; (2) "affiliate" of any person means any other person that is directly or indirectly owned or controlled by, under common control with, or owning or controlling such person; (3) "control" of any person means the ownership interest of greater than 50% of the outstanding ownership interests of any entity, and/or the power to direct or cause the direction of management and policies; (4) "ownership interest" means any direct or indirect title, ownership and/or beneficial interest in the equity, voting rights, or economic interest in any Entity; (5) "owner" means any person that holds any direct or indirect ownership interest in an Entity; (6) "person" means any natural person, Entity, unincorporated association, cooperative, or other legal or functional organization; (7) unless otherwise specified, "days" means calendar days and not business days; and (8) "your Shop" includes all of the assets of the Jeni's Ice Creams Scoop Shop you operate under this Agreement, including its revenue and the Lease. The use of the term "including" in this Agreement, means in each case "including, without limitation." If two or more persons are at any time the owners of your Shop, whether as partners or joint venturers, their obligations, and liabilities to us will be joint and several.

18. **NOTICES AND PAYMENTS**.

All written notices, reports, and payments permitted or required to be delivered by this Agreement or the Brand Manual will be deemed to be delivered by the earlier of the time actually delivered, or as follows: (1) at the time delivered via electronic transmission and, in the case of the Royalty, Brand Fund Contributions, and other amounts due, at the time we actually receive electronic payment, (2) one business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery, or (3) three business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid. Any notice must be sent to the party to be notified at its most current principal business address of which the notifying party has notice; except that, it will always be deemed acceptable to send notice to you at the address of the Premises. Any notice we send you by electronic means will be deemed delivered if it is delivered to the address of the Principal Owner listed on Attachment A, or any other email address your Principal Owner has notified us of, and/or any email address we issue your Principal Owner.

19. **PROHIBITED PARTIES**.

You hereby represent and warrant to us, as an express consideration for the franchise granted hereby, that neither you nor any of your owners, employees, agents, or representatives, nor any other person or entity associated with you, is now, or has been:

(1) Listed on: (i) the U.S. Treasury Department's List of Specially Designated Nationals; (ii) the U.S. Commerce Department's Denied Persons List, Unverified List, Entity

List, or General Orders; (iii) the U.S. State Department's Debarred List or Nonproliferation Sanctions; or (iv) the Annex to U.S. Executive Order 13224.

(2) A person or entity who assists, sponsors, or supports terrorists or acts of terrorism, or is owned or controlled by terrorists or sponsors of terrorism.

You further represent and warrant to us that you and your owners are now, and have been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by you or your owners to us or our affiliates are and will be legally obtained in compliance with these laws. You agree not to, and to cause all of your owners, employees, agents, representatives, and any other person or entity associated with you not to, during the Term, take any action or refrain from taking any action that would cause such person or entity to become a target of any such laws and regulations.

20. **EXECUTION**.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Agreement may be executed by electronic means.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC, an Ohio limited liability company	**FRANCHISEE:** __________________________________
By:_________________________________	By:_________________________________
Name:_______________________________	Name:_______________________________
Title:________________________________	Title:________________________________
EFFECTIVE DATE:__________________	Date: ______________________________

ATTACHMENT A
TO FRANCHISE AGREEMENT

ENTITY INFORMATION

1. **Formation**. You operate as a(n): ______ individual/sole proprietorship; ______ corporation; ______ limited liability company; or ______ partnership (*CHECK ONE*).

2. **Formation**: You were formed on _________, ______ (*INSERT DATE*) under the laws of the State of ___________________________ (*JURISDICTION*).

3. **Management**: The following is a list of your directors, officers, managers, or anyone else with a management position or title:

Name of Individual	Position(s) Held
____________________	____________________
____________________	____________________
____________________	____________________
____________________	____________________

4. **Owners**. The following list includes the full name of each individual who is one of your owners, or an owner of one of your owners, and fully describes the nature of each owner's interest:

Owner's Name	Percentage/Description of Interest (Including Voting Interest in You)
____________________	____________________
____________________	____________________
____________________	____________________
____________________	____________________

5. **Principal Owner**: Name: ______________________________

E-mail Address: ______________________________

6. **Shopkeeper** (if applicable):

Name: ______________________________

E-mail Address: ______________________________

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC, an Ohio limited liability company

By:________________________________
Name:______________________________
Title:_______________________________

FRANCHISEE:

____

By:________________________________
Name:______________________________
Title:_______________________________

ATTACHMENT B
TO FRANCHISE AGREEMENT

SITE SELECTION AREA

The Site Selection Area is:____
____
____
____
____
____

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC, an Ohio limited liability company	**FRANCHISEE:** ______________________________
By:____________________________ Name:__________________________ Title:___________________________	By:____________________________ Name:__________________________ Title:___________________________

ATTACHMENT C
TO FRANCHISE AGREEMENT

PREMISES AND PROTECTED TERRITORY

The Premises of your Shop is: ____
____
____

The Protected Territory is:____
____
____
____
____
____

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC, an Ohio limited liability company

By:________________________________
Name:______________________________
Title:_______________________________

FRANCHISEE:

____

By:________________________________
Name:______________________________
Title:_______________________________

ATTACHMENT D
TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given by each of the undersigned persons indicated below who have executed this Guaranty (each a "**Guarantor**") to be effective as of the Effective Date of the Agreement (defined below).

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "**Agreement**") on this date by **Jeni's Splendid Ice Creams Franchise, LLC** ("**us**," "**we**," or "**our**"), each Guarantor personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement and afterward as provided in the Agreement, that ____ ("**Franchise Owner**") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, and transfer requirements.

Each Guarantor consents and agrees that: (1) Guarantor's direct and immediate liability under this Guaranty will be joint and several, both with Franchise Owner and among other guarantors; (2) Guarantor will render any payment or performance required under the Agreement upon demand if Franchise Owner fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchise Owner or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time grant to Franchise Owner or to any other person, including the acceptance of any partial payment or performance or the compromise or release of any claims, or any amendment, waiver or restatement to any terms of the Agreement, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement; and (5) at our request, each Guarantor shall present updated financial information to us as reasonably necessary to demonstrate such Guarantor's ability to satisfy the financial obligations of Franchise Owner under the Agreement.

Each Guarantor waives: (i) all rights to payments and claims for reimbursement or subrogation which any Guarantor may have against Franchise Owner arising as a result of the Guarantor's execution of and performance under this Guaranty; and (ii) acceptance and notice of acceptance by us of Guarantor's undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled.

Each Guarantor represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

The provisions contained in Section 17 (Enforcement) of the Agreement, including Section 17.F (Arbitration), Section 17.H (Consent to Jurisdiction) and Section 17.C (Costs and Attorneys'

Fees) of the Agreement are incorporated into this Guaranty by reference and shall govern this Guaranty and any disputes between the Guarantors and us. The Guarantors shall reimburse us for all costs and expenses we incur in connection with enforcing the terms of this Guaranty.

The undersigned spouse of each Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty. We confirm that a spouse who signs this Guaranty solely in his or her capacity as a spouse (and not as an owner) is signing merely to acknowledge and consent to the execution of the Guaranty by his or her spouse and to bind the assets of the marital estate as described therein and for no other purpose (including to bind the spouse's own separate property).

Each Guarantor that is a business entity, retirement or investment account, or trust acknowledges and agrees that if Franchise Owner (or any of its affiliates) is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such Guarantor (or on such Guarantor's account) to its owners, accountholders or beneficiaries or otherwise, for so long as such delinquency exists, subject to applicable law.

This Guaranty is binding upon each Guarantor and its respective executors, administrators, heirs, beneficiaries, and successors in interest.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on this Guaranty and Assumption of Obligations to be effective as of the Effective Date.

GUARANTOR(S)	SPOUSE(S)
Sign:____________________ Name: ____________________ Address: ____________________ ____________________ ____________________ Email Address:____________________	Sign:____________________ Name: ____________________ Address: ____________________ ____________________ ____________________ Email Address:____________________
Sign:____________________ Name: ____________________ Address: ____________________ ____________________ ____________________ Email Address:____________________	Sign:____________________ Name: ____________________ Address: ____________________ ____________________ ____________________ Email Address:____________________
Sign:____________________ Name: ____________________ Address: ____________________ ____________________ ____________________ Email Address:____________________	Sign:____________________ Name: ____________________ Address: ____________________ ____________________ ____________________ Email Address:____________________

ATTACHMENT E
TO FRANCHISE AGREEMENT

RIDER TO LEASE AGREEMENT

This Rider and the provisions hereof are hereby incorporated into the body of the lease to which this Rider is attached (the "**Lease**"), between _________________ ("**Tenant**") and ________________________ ("**Landlord**"), for the real property described therein (the "**Premises**"). The provisions hereof will be cumulative of those set forth in the Lease, but to the extent of any conflict between any provisions of this Rider and the provisions of the Lease, this Rider will govern and control.

1. Acknowledgement of Franchise Relationship. Landlord acknowledges that Tenant intends to operate a Jeni's® Shop (a "**Jeni's Ice Creams Scoop Shop**") at the Premises, and that Tenant's rights to operate the Jeni's Ice Creams Scoop Shop and to use the Jeni's® name, trademarks, and service marks (the "**Marks**") are solely pursuant to a franchise agreement ("**Franchise Agreement"**) between Tenant and Jeni's Splendid Ice Creams Franchise, LLC ("**Franchisor**"). Tenant's operations at the Premises are independently owned and operated. Landlord acknowledges that Tenant alone is responsible for all obligations under the Lease unless and until Franchisor or another franchisee expressly, and in writing, assumes such obligations and takes actual possession of the Premises. Landlord agrees not to take an action that would prohibit Tenant from operating the Jeni's Ice Creams Scoop Shop, as contemplated by the Franchise Agreement, at the Premises.

2. Consent to Collateral Assignment to Franchisor. Landlord hereby consents, without payment of a fee and without the need for further Landlord consent, to (i) the collateral assignment of Tenant's interest in this Lease to Franchisor to secure Tenant's obligations to Franchisor under the Franchise Agreement; (ii) Franchisor's succeeding to Tenant's interest in the Lease as a result of Franchisor's exercise of rights or remedies under such collateral assignment or as a result of Franchisor's termination of, or exercise of rights or remedies granted in or under, any other agreement between Franchisor and Tenant; and/or (iii) Tenant's, Franchisor's, and/or any other franchisee of Franchisor's assignment of the Lease to another franchisee of Franchisor with whom Franchisor has executed its then-standard Franchise agreement. Landlord agrees that to the extent Franchisor becomes Tenant, for howsoever brief a period, upon assumption of lease pursuant to this provision, that simultaneously with any subsequent assignment to another party, Franchisor will be released from all liability under the Lease or otherwise accruing after the date of such assignment; provided, that neither Tenant nor any other franchisee will be afforded such release in the event Tenant/such franchisee is the assignor, unless otherwise agreed by Landlord.

3. Tenant's Signage. Landlord agrees to allow Tenant to use Franchisor's standard interior and exterior signage and designs to the maximum extent permitted by local governmental authorities. Tenant will be provided, at Tenant's sole cost and expense, with a panel on any pylon/monument/directory sign for the development in which the Premises is located and will be permitted to install a standard sign thereon approved by Franchisor, including, without limitation, Franchisor's logo. Landlord hereby grants and approves Tenant the right to display the Marks at the Premises, subject only to the provisions of applicable law.

4. Notice and Cure Rights to Franchisor. Prior to exercising any remedies hereunder (except in the event of imminent danger to the Premises), Landlord will give Franchisor written notice of any default by Tenant, and commencing on receipt thereof by Franchisor, Franchisor will have

fifteen (15) additional days to the established cure period as is given to Tenant under the Lease for such default to cure such defaults. Landlord agrees to accept cure tendered by Franchisor as if the same was tendered by Tenant, but Franchisor has no obligation to cure such default. The initial address for notices to Franchisor is as follows: Jeni's Splendid Ice Creams Franchise, LLC, 401 North Front Street, Suite 300, Columbus, Ohio 43215, Attention: Legal Department, or such other address as Franchisor provides to Landlord.

5. Non-Disturbance from Mortgage Lenders. It will be a condition of the Lease being subordinated to any mortgage, deed of trust, deed to secure debt, or similar encumbrance on the Premises that the holder of such encumbrance agree not to disturb Tenant's rights under this Lease or Tenant's possession of the Premises, so long as Tenant is not in default of its obligations under the Lease and the Franchise Agreement, beyond an applicable grace or cure period.

6. Fixtures and Signage. Any lien of Landlord in Tenant's trade fixtures, 'trade dress,' signage, and other property at the Premises is hereby subordinated to Franchisor's interest in such items as described in the Franchise Agreement. On request, Landlord will grant the party who owns such property reasonable access to the Premises for the sole purpose of removing such property, provided such party repairs any damage caused by such removal and otherwise complies with Landlord's reasonable requirements with respect to such access.

7. Third-Party Beneficiary. Franchisor is a third-party beneficiary of the terms of this Rider, or any other terms of the Lease applicable to Franchisor's rights under the Lease, and as a result thereof, will have all rights (but not the obligation) to enforce the same.

8. Franchisor Right to Enter. Landlord acknowledges and agrees that Franchisor or its designee may enter the Premises for all purposes permitted under the terms of the Franchise Agreement, including to inspect the Premises and the Jeni's Ice Creams Scoop Shop's operations, to manage the Tenant's business on Tenant's behalf under certain circumstances (e.g., Tenant's failure to timely cure its default of the Franchise Agreement, and while Franchisor evaluates its right to purchase the location), or to remove any trade fixtures or signage upon termination or expiration of the Franchise Agreement. If Franchisor enters the Premises for any such purposes, it will do so without assuming any liability under the Lease.

9. Amendments. Tenant agrees that neither the Lease nor this Rider may be amended by the parties thereto without the prior written consent of Franchisor.

10. Successors and Assigns. All rights of Franchisor shall inure to its benefit and to the benefit of its successors and assigns. Franchisor may assign its rights under this Rider to any designee. All provisions in this Rider applicable to Tenant and Landlord will be binding on any successor or assign of Tenant or Landlord under the Lease.

11. Execution. This Rider may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement with the Lease. This Rider and all other documents related to this Rider may be executed by manual or electronic signature.

[*Signature Page to Follow*]

AGREED and executed and delivered under seal by the parties hereto as of the day and year of the Lease.

LANDLORD: ____________________	**TENANT**: ______________________
By: _________________________	By: _________________________
Name: ______________________	Name: ______________________
Title: _______________________	Title: _______________________

<u>**ATTACHMENT F**</u>
TO FRANCHISE AGREEMENT

<u>**STATE-SPECIFIC RIDERS**</u>

The state-specific terms below will apply to this Agreement and modify the terms to this Agreement, if the transaction satisfies the jurisdictional requirements described below for any particular state law and is not otherwise exempt from such law. The provisions of multiple states may apply.

The following provision applies if you or the franchise granted hereby are subject to the franchise laws in **Illinois, Indiana, Maryland, Michigan, Minnesota, Virginia, or Wisconsin:** 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.

<u>**ILLINOIS**</u>

The following provisions are annexed to and form part of this Agreement if and only if, and in such case to the extent that: (a) you are domiciled in the State of Illinois or (b) the offer of the franchise is made or accepted in the State of Illinois <u>and</u> your franchised business is or will be operated in the State of Illinois.

1. The following language is added to the end of the Agreement:

   Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern this Agreement.

   Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

   Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

   Your rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

<u>**MARYLAND**</u>

The following provisions are annexed to and form part of this Agreement if and only if, and in such case to the extent that: (a) you are a resident of the State of Maryland; or (b) your franchised business is or will be operated in the State of Maryland; or (c) the offer of the franchise was made or accepted in the State of Maryland.

1. The following is added to the end of Sections 12.C(4), 12.E, 13.A(8), and 15.D of the Agreement:

   Pursuant to COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The following is added to the end of Section 14.A of the Agreement:

   This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

3. Section 17.F of the Agreement is supplemented by adding the following to the end of the Section:

   A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Registration and Disclosure Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. Section 17.H of the Agreement is supplemented by adding the following to the end of the Section.

   A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure law.

5. The following is added to the end of Section 17.L of the Agreement:

   Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

6. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

MINNESOTA

The following provisions are annexed to and form part of this Agreement if and only if, and in such case to the extent that: (a) your franchised business will be operated wholly or partly in Minnesota; and/or (b) you are either a resident of, domiciled in, or actually present in Minnesota.

1. The following is added to the end of Section 5.C of the Agreement:

   Provided you have complied with all provisions of the Franchise Agreement applicable to the Marks, we will protect your rights to use the Marks and we will indemnify you from any loss, costs or expenses from any claims, suits or demands regarding your use of the Marks in accordance with Minn. Stat. Sec 80C.12 Subd. 1(g).

2. The following is added to the end of Sections 12.C(4), 12.E, 13.A(8), and 15.D of the Agreement:

   Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. The following is added to the end of Sections 13.A and 14 of the Agreement:

However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

4. The following language is added to the end of Section 15.E of the Agreement:

We and you acknowledge that certain parts of this provision might not be enforceable under Minn. Rule Part 2860.4400J. However, we and you agree to enforce the provision to the extent the law allows.

5. The following is added to Section 17.J of the Agreement:

Notwithstanding the foregoing, a court will determine if a bond is required.

6. The following is added to the end of Section 17.L of the Agreement:

; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

7. Notwithstanding anything to the contrary contained in the Agreement, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring you to waive your rights to a jury trial or to waive your 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.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties have executed and delivered this State-Specific Rider to be effective as of the Effective Date.

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC, an Ohio limited liability company

By:_________________________________
Name:______________________________
Title:_______________________________
Date:_______________________________

FRANCHISEE:

____

By:_________________________________
Name:______________________________
Title:_______________________________
Date: ______________________________

EXHIBIT B-2

AREA DEVELOPMENT AGREEMENT

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC

AREA DEVELOPMENT AGREEMENT

Developer: ________________________________

Development Area : __________________________

____

____

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Attachments

AREA DEVELOPMENT AGREEMENT

This **AREA DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered into by and between **JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC**, an Ohio limited liability company with its principal business address at 401 North Front Street, Suite 300, Columbus, Ohio 43215 ("**we**"), and the developer indicated on the first page of this Agreement ("**you**"), as of the date signed by us and set forth below our signature on this Agreement (the "**Effective Date**").

1. **GRANT OF DEVELOPMENT RIGHTS**.

A. **BACKGROUND**.

We and our affiliates have developed and may continue to develop and modify a system for the operation of shops offering ice cream as well as other beverages, products, accessories, and merchandise authorized by us from time to time (each a "**Jeni's Ice Creams Scoop Shop**"). Jeni's Ice Creams Scoop Shops are developed and operated using certain specified and distinct business formats, methods, procedures, designs, layouts, standards, and specifications, all of which may be improved, further developed, or otherwise modified from time to time (the "**System**").

B. **GRANT AND TERM OF DEVELOPMENT RIGHTS**.

Subject to the terms of this Agreement, we hereby grant you the right to develop, own, and operate the number of Jeni's Ice Creams Scoop Shops specified in your Development Schedule (defined in Section 2.B) (your "**Development Rights**") strictly within the geographic area specified on **Attachment A** (your "**Development Area**"). You accept the grant of the Development Rights and agree to faithfully, honestly, and diligently perform your obligations under this Agreement and fully exploit the Development Rights during the Term (defined below) and throughout the entire Development Area. The term of this Agreement (the "**Term**") will begin on the Effective Date and, unless sooner terminated as provided herein, will expire on the earlier of (1) the date on which the last Jeni's Ice Creams Scoop Shops required to be opened in order to satisfy the Development Schedule opens for regular business, or (2) the last day of the last Development Period (defined below) of the Development Schedule. You may not extend the Term of this Agreement without our approval, which we will grant in our sole discretion.

C. **IF YOU ARE AN ENTITY**.

If you are a corporation, limited liability company, or partnership (each, an "**Entity**"), you represent that you have, and will have throughout the Term, the authority to execute, deliver, and perform your obligations under this Agreement and all related agreements and are duly organized or formed. You agree to remain validly existing and in good standing under the laws of the state of your formation throughout the Term. You agree to maintain organizational documents, including your operating agreement or partnership agreement, as applicable, that reflect the restrictions on issuance and transfer of any ownership interests in you described in this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to this Agreement's restrictions.

You agree and represent that **Attachment C** to this Agreement completely and accurately describes all of your owners and their interests in you as of the Effective Date. Each of your owners with a 10% or greater ownership interest in your Entity must execute a guarantee in the form we prescribe undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us. Our current form of guarantee is attached herein as **Attachment D**. Subject to our rights and your obligations under Section 7, you and your owners agree to sign and deliver to us revised **Attachment C** to reflect any permitted changes in the information that **Attachment C** now contains.

You must identify on **Attachment C** one of your owners who is a natural person and who will have authority and signatory power on behalf of you (the "**Principal Owner**"). You must obtain our written consent prior to changing the Principal Owner and agree to deliver to us a revised **Attachment C** to accurately identify the Principal Owner should the identity of that person change during the Term as permitted hereunder. You agree that the Principal Owner is authorized, on your behalf, to deal with us in respect of all matters whatsoever which may arise in respect of this Agreement. Any decision made by the Principal Owner will be final and binding upon you, and we will be entitled to rely solely upon the decision of the Principal Owner in any such dealings without the necessity of any discussions with any other person, and we will not be held liable for any actions taken by you or otherwise, based upon any decision or actions of the Principal Owner. You represent and agree that the person acting as your Principal Owner has full power and authority to enter into this Agreement and any other documents to which you are a party, and to make binding decisions on your behalf.

D. **DEVELOPMENT AREA AND RESERVATION OF RIGHTS**.

The Development Rights may only be exercised for Jeni's Ice Creams Scoop Shops to be located in the Development Area. As long as you are in compliance with this Agreement and all Franchise Agreements (defined below) signed pursuant to this Agreement, and except as set forth in this Section 1.D, we will not, during the Term, operate or grant the right to anyone else to operate a Jeni's Ice Creams Scoop Shops within the Development Area, or grant Development Rights to anyone else to be exercised with your Development Area.

For the avoidance of doubt, we reserve for ourselves and our affiliates all rights not expressly granted to you in this Agreement and the right to do all things that we do not expressly agree in this Agreement not to do, in each case, without compensation to you, without regard to proximity to your Development Area, and on such terms and conditions as we deem appropriate. For example, and without limitation, we and our affiliates may, ourselves or through authorized third parties:

(1) establish and operate, and allow others to establish and operate, other Jeni's Ice Creams Scoop Shops using the System, at any location outside the Development Area, on such terms and conditions we deem appropriate;

(2) establish and operate, and allow others to establish and operate, any other type of business, including any business that may offer products and services which are identical to, similar to, or competitive with products and services offered by Jeni's Ice Creams Scoop Shops, under trade names, trademarks, service marks, and commercial symbols other than the "Jeni's®" name and marks, anywhere in the world, including in the Development Area;

(3) establish, and allow others to establish, businesses and distribution channels other than a Jeni's Ice Creams Scoop Shop (including, selling products at retail, wholesale, or through any online presence), wherever located or operating, including in your Development Area, regardless of the nature or location of the customers with whom such other businesses and distribution channels do business, regardless of the nature or location of the customers with whom such other businesses and distribution channels do business, including businesses that

operate under trade names, trademarks, service marks, or commercial symbols that are similar to, the same, or competitive with the our trademarks, and/or that sell products or services similar to and/or the same as those that Jeni's Ice Creams Scoop Shops sell, including the offer and sale of Jeni's®-branded ice cream or products at third-party businesses;

(4) establish and operate, and allow others to establish and operate, any Jeni's Ice Creams Scoop Shop, or other business using the System, and/or offering and selling any of the products or services that are similar to, the same, or competitive with those products or services offered by Jeni's Ice Creams Scoop Shops, at or through any non-traditional venues, including, temporary or seasonal facilities or business operated within any larger venue or closed market such as an airport, hospital or medical center, casino or gaming center, convention or business center, fairground, state, local, or national park, hotel or resort, military base, transportation or transit center, university, stadium, or entertainment center, at any location in the world, including in the Development Area;

(5) conduct marketing, advertising, and/or other promotional activities, events, and campaigns, at any location in the world, including in the Development Area, including events, activities, and campaigns that involve product giveaways and/or the offer and sale of products and services similar to and/or the same as those that Jeni's Ice Creams Scoop Shops sell, and/or using our trademarks;

(6) be acquired by or acquire (regardless of the form of transaction(s)), any other business, including businesses that operate or allow others to establish and operate businesses similar to, the same, or competitive with Jeni's Ice Creams Scoop Shops, at any location in the world, including in the Protected Territory (and in the event of such an acquisition, we and/or the acquirer and its affiliates will have the right to continue to establish and operate, and authorize others to establish and operate, such businesses, at any location in the world, including in the Development Area); and

(7) engage in all other activities not expressly prohibited by this Agreement, at any location in the world, including in the Development Area.

2. **EXERCISE OF DEVELOPMENT RIGHTS.**

A. **DEVELOPMENT FEE.**

On the Effective Date, you must pay us an area development fee (the "**Development Fee**") specified on **Attachment B** of this Agreement. The Development Fee is fully earned by us when you sign this Agreement. The Development Fee will be in lieu of the initial franchise fee due for the Jeni's Ice Creams Scoop Shops that you develop pursuant to the Development Schedule, which would otherwise be owed pursuant to each applicable Franchise Agreement.

B. **DEVELOPMENT SCHEDULE.**

Attachment B to this Agreement sets forth the schedule that you are hereby agreeing to satisfy as it relates to the development of Jeni's Ice Creams Scoop Shops (your "**Development Schedule**"), which may include one or more periods for you to develop and open a specified number of Jeni's Ice Creams Scoop Shops (each a "**Development Period**"). You must satisfy all of the conditions described in Section 2.C below for each Jeni's Ice Creams Scoop Shop in your Development Schedule by the end of the applicable Development Period. You may not open more than the cumulative number of Jeni's Ice Creams Scoop Shops shown in your Development Schedule. The Development Schedule is not our representation, express or implied, that the Development Area can support, or that there are or will be sufficient sites for, the number of Jeni's Ice Creams Scoop Shops specified in the Development Schedule or during any particular Development Period. We are relying on your representation that you have conducted your own independent investigation and have determined that you can satisfy the development obligations of the Development Schedule.

C. **APPROVAL OF PROPOSED DEVELOPMENT**.

On your execution of this Agreement, you will also execute the Franchise Agreement for your first Jeni's Ice Creams Scoop Shop (the "**Franchise Agreement**") to be developed and opened in satisfaction of the Development Schedule (though provided you have paid your Development Fee in full as provided in Section 2.A, no initial franchise fee will be owed under that Franchise Agreement). For each subsequent Jeni's Ice Creams Scoop Shop, you will sign our then-current form of Franchise Agreement to develop and operate that Jeni's Ice Creams Scoop Shop when we approve the site for that Shop. After signing a Franchise Agreement for any Jeni's Ice Creams Scoop Shop, you must open and operate each Jeni's Ice Creams Scoop Shop according to the terms of that Franchise Agreement. The terms of the Franchise Agreement you sign may differ substantially from the terms contained in the Franchise Agreement in effect on the Effective Date. If you wish to enter into a Franchise Agreement using any affiliated Entity, you must obtain our approval of such Entity and its owners and officers, under our then-current franchise approval process.

You must receive our approval of any site for a Jeni's Ice Creams Scoop Shop that you propose to develop in your Development Area before you enter into any lease or other agreement to secure the site. You agree to give us all information and materials we request to assess each Jeni's Ice Creams Scoop Shop that you propose to develop, as well as your financial and operational ability to develop and operate the proposed Jeni's Ice Creams Scoop Shop. We have the absolute right to disapprove any proposed development for any reason, including if: (1) it or you do not meet our then-current criteria for new franchise development, or (2) if you or your affiliates are not then in compliance with this Agreement or any Franchise Agreements with us.

We will count a Jeni's Ice Creams Scoop Shop toward the satisfaction of your Development Schedule only if you have satisfied all of the following conditions prior to the end of the applicable Development Period: (1) you have secured our approval of the proposed site of such Jeni's Ice Creams Scoop Shop; (2) you have executed our then-current form of Franchise Agreement for such Jeni's Ice Creams Scoop Shop by the timeline specified in the preceding paragraphs; (3) you have paid all associated fees for such Jeni's Ice Creams Scoop Shop arising under this Agreement and/or the Franchise Agreement; (4) you have executed a lease agreement or otherwise acquired occupancy rights to that premises on the terms described in your Franchise Agreement; and (5) you have secured our approval to open such Jeni's Ice Creams Scoop Shop, and such Jeni's Ice Creams Scoop Shop is open and operating in full compliance with its Franchise Agreement.

D. **DEVELOPMENT DEFAULTS**.

If you fail to comply with the Development Schedule, we reserve the right to terminate or reduce the size of your Development Area, and/or terminate the territorial protections that you have in some or all of your Development Area under Section 1.D, after which time we and our affiliates may establish or operate or authorize any other person to establish or operate a Jeni's Ice Creams Scoop

Shop in your current or former Development Area in our discretion. Notwithstanding the foregoing, nothing contained in this Section shall be deemed a waiver of our right to terminate this Agreement for failure to comply with the Development Schedule.

E. **BUSINESS PLAN AND REPORTING**.

Within 60 days after the Effective Date, you must prepare and give us a business plan including a projected schedule for Jeni's Ice Creams Scoop Shop development and detailed cost and revenue projections for your activities under this Agreement. At least 90 days before the start of each calendar year during the Term, you must update the business plan to cover both actual results for the previous year and projections for the then-current year. You acknowledge and agree that, while we may review and provide comments on the business plan and any updates you submit to us, regardless of whether we approve, disapprove, require revisions, or provide other comments with respect to the business plan or any updated business plan, we take no responsibility for and make no guarantees or representations, expressed or implied, with respect to your ability to meet the business plan or to achieve the results set forth therein. You bear the entire responsibility for achievement of the business plan you develop.

You must send us a report of your business activities, including information about your efforts to find sites for Jeni's Ice Creams Scoop Shops in the Development Area and the status of development and projecting openings for each Jeni's Ice Creams Scoop Shop under development in the Development Area as follows: (a) until your first Jeni's Ice Creams Scoop Shop is open for business, on a monthly basis within 7 days of the end of each calendar month; and (b) after your first Jeni's Ice Cream Scoop Shop is open for business, on a quarterly basis within 15 days of the end of each calendar quarter. We may at any time during the Term also request further information about your development plans, and you agree to provide us such information upon request.

You agree to establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats we prescribe from time to time. You further agree to deliver to us such additional financial records, including profit and loss statements, operating statements, cash flow statements, statistical reports, bank activity reports, tax records, and such other records we request, at the intervals and in the format we specify from time to time.

You agree to verify and sign each report and financial statement in the manner we prescribe. We may disclose data derived from these reports. You agree to preserve and maintain all records in a secure location at your business for at least three years, or such longer period as may be required by applicable law (including sales checks, purchase orders, invoices, payroll records, customer lists, check stubs, sales tax records and returns, cash receipts and disbursement journals, and general ledgers).

Further, at our request, you will provide current financial information for your owners and guarantors sufficient to demonstrate such owners and guarantors ability to satisfy their financial obligations under their individual guarantees.

3. **YOUR COVENANTS DURING THE TERM**.

A. **CONFIDENTIAL INFORMATION**.

In connection with the Development Rights, you and your owners and personnel may from time to time be provided and/or have access to non-public information about the System and operation of Jeni's Ice Creams Scoop Shops, including your Jeni's Ice Creams Scoop Shops (the "**Confidential Information**"), including: (1) site selection criteria, market or demographic research, and/or other real estate reports; (2) training and operations materials and manuals; (3) the System Standards and other methods, formats, specifications, standards, systems, procedures, techniques, sales and marketing techniques, knowledge, and experience used in developing, promoting, and operating Jeni's Ice Creams Scoop Shops; (4) recipes, ingredient lists, nutrition facts, methods of preparation, and other information about products and menu items, including the existence or specifications of any seasonal or other unreleased products and menu items; (5) market research, promotional, marketing, and advertising programs for Jeni's Ice Creams Scoop Shops; (6) the identity or specifications of any of our required, approved, or designated suppliers, products, services; (7) any software or technology which is proprietary to the System, including any login credentials for, source code of, and data, reports, and other materials generated by, the software or similar technology; (8) knowledge of the operating results and financial performance of any Jeni's Ice Creams Scoop Shops, including your Jeni's Ice Creams Scoop Shops; (9) customer data, including personal information, analytic data, and opt-in/opt-out preferences; and (10) any other information designated as confidential or proprietary by us or our affiliates.

All Confidential Information will be owned by us or our affiliates (other than personally identifiable information relating to the employees, officers, contractors, owners or other personnel of you, your affiliates, or your Jeni's Ice Creams Scoop Shop, and/or such other personally identifiable information designated by us from time to time). You acknowledge and agree that: (1) you will not acquire any interest in any of our Confidential Information, other than the right to use it as we specify under this Agreement or the Franchise Agreements you sign, in each case in accordance with the terms of such agreement; and (2) our Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you will protect it. You acknowledge that any unauthorized use or disclosure of our Confidential Information would be an unfair method of competition and a breach of trust and confidence and will result in irreparable harm to us and/or our affiliates. You and your owners agree to (and to use each of your best efforts to cause each of your respective current and former spouses, immediate family members, owners, officers, directors, employees, representatives, affiliates, successors and assigns to):

(a) process, retain, use, collect, and disclose our Confidential Information strictly to the limited extent, and in such a manner, as necessary for exercise of your Development Rights in accordance with this Agreement, and/or the operation of Jeni's Ice Creams Scoop Shops under the respective Franchise Agreements, and not for any other purpose of any kind;

(b) process, retain, use, collect, and disclose our Confidential Information strictly in accordance with the privacy policies and standards we establish from time to time, and our and our representative's instructions;

(c) keep confidential and not disclose, sell, distribute, or trade our Confidential Information to any person other than those of your employees and representatives who need to know such Confidential Information for the purpose of assisting you in exercising your Development Rights in accordance with this Agreement, and/or operating Jeni's Ice Creams Scoop Shops in accordance with Franchise Agreements with us; and you agree that you will be responsible for any violation of this requirement by any person to whom you provide Confidential Information;

(d) not make unauthorized copies of any of our Confidential Information;

(e) adopt and maintain administrative, physical, and technical safeguards to prevent unauthorized use or disclosure of any of our Confidential Information, including by establishing reasonable security and access measures, restricting its disclosure to key personnel, and/or by requiring persons who have access to such Confidential Information to be bound by contractual obligations to protect such Confidential Information and preserve our rights and controls in such Confidential Information, in each case that are no less protective or beneficial to us than the terms of this Agreement (and we reserve the right to designate or approve the form of confidentiality agreement that you use, provided that it is your responsibility to ensure that such agreement complies with and is enforceable under applicable laws in your jurisdiction); and

(f) at our request, destroy or return any of the Confidential Information.

Confidential Information does not include information, knowledge, or know-how, which is lawfully known to the public without violation of applicable law or an obligation to us or our affiliates.

We and our affiliates are not making any representations or warranties, express or implied, with respect to the Confidential Information. We and our affiliates have no liability to you and your affiliates for any errors or omissions from the Confidential Information.

B. **INNOVATIONS**.

All improvements, developments, derivative works, feedback, enhancements, or modifications to the System and any Confidential Information (collectively, "**Innovations**") made or created by you, your employees or your representatives, whether developed separately or in conjunction with us, shall be owned solely by us and will in no event be owned by you or your affiliates. You represent, warrant, and covenant that your employees and representatives are bound by written agreements assigning all rights in and to any Innovations developed or created by them to you. To the extent that you, your employees or your representatives are deemed to have any interest in such Innovations, you hereby agree to assign, and do assign, all right, title and interest in and to such Innovations to us and agree to obtain the same from your personnel and representatives. To that end, you agree to execute, verify, and deliver such documents and perform such other acts (including appearances as a witness) as we may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such ownership rights in and to the Innovations, and the assignment thereof. Your obligation to assist us with respect to such ownership rights shall continue beyond the expiration or termination of this Agreement. If we are unable for any reason, after reasonable effort, to secure your signature on any document needed in connection with the actions specified in this Section, you hereby irrevocably designate and appoint us and our duly authorized officers and agents as your agent and attorney in fact, which appointment is coupled with an interest and is irrevocable, to act for and on your behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section with the same legal force and effect as if executed by you.

C. **NON-COMPETITION DURING TERM**.

We have granted you the rights in this Agreement in consideration of and reliance upon your agreement to deal exclusively with us. You therefore agree that, during the Term, you and your owners agree not to (and to use each of your best efforts to cause each of your respective current and former spouses, immediate family members, owners, officers, directors, representatives, affiliates, successors and assigns not to):

(1) have any direct or indirect interest as an owner – whether of record, beneficially, or otherwise – in a Competitive Business (defined below), wherever located or operating (except that equity ownership of less than 5% of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

(2) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating; or

(3) divert or attempt to divert any actual or potential business or customer of any Jeni's Ice Creams Scoop Shop to a Competitive Business.

The term "**Competitive Business**" means any business (excluding any Jeni's Ice Creams Scoop Shop operated under a franchise agreement with us) operating or granting franchises or licenses to others to operate any business for which ice cream, ice cream-based desserts or drinks, and/or other frozen desserts or drinks, or similar products represents more than 10% of the total gross revenue.

D. **NON -INTERFERENCE**.

During and after the Term, you and your owners agree not to (and to use each of your best efforts to cause each of your respective current and former spouses, immediate family members, owners, officers, directors, employees, representatives, affiliates, successors and assigns not to) solicit, interfere, or attempt to interfere with our or our affiliates' relationships with any customers, franchisees, lenders, vendors, or consultants.

E. **NON-DISPARAGEMENT**.

During and after the Term, you and your owners agree not to (and to use each of your best efforts to cause each of your respective current and former spouses, immediate family members, owners, officers, directors, employees, representatives, affiliates, successors and assigns not to) disparage or otherwise speak or write negatively, directly or indirectly, of us, our affiliates, any of our or our affiliates' directors, officers, employees, representatives or affiliates, current and former franchisees or developers of us or our affiliates, the Jeni's® brand, the System, any Jeni's Ice Creams Scoop Shop, any other brand or service-marked or trademarked concept operated or franchised by us or our affiliates, or take any other action which would, directly or indirectly, subject any of the foregoing to ridicule, scandal, reproach, scorn, or indignity, or which would negatively impact or injure the goodwill of the System. Notwithstanding anything to the contrary, in no event will you be prohibited from providing truthful testimony in connection with a legal proceeding or governmental investigation. In addition, nothing in this Agreement shall prohibit you from reporting a suspected violation of law to the appropriate governmental agency or authority.

4. **TRANSFER**.

A. **BY US**.

We maintain a staff to manage and operate the franchise system and you understand that staff members can change as employees come and go. You represent that you have not signed this Agreement in reliance on any particular manager, owner, director, officer, or employee remaining with us in any capacity. We may change our ownership or form or assign this Agreement and any other agreement to a third party without restriction.

B. **BY YOU**.

The rights and duties this Agreement creates are personal to you (and if you are conducting business as an Entity, each of your owners) and we have granted you the Development Rights in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, none of the following may be transferred, mortgaged, pledged, or encumbered, without our prior written approval: (1) this Agreement (or any interest in this Agreement), (2) your Development Rights, or (3) any direct or indirect ownership interest in you. A transfer of your Development Rights may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect. In this Agreement, the term "**transfer**" includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition, including transfer by reason of merger, consolidation, issuance of additional securities, death, disability, divorce, insolvency, encumbrance, foreclosure, surrender or by operation of law, and/or any transfer of control or management of the Development Rights.

If you intend to list your Development Rights for sale with any broker or agent, you shall do so only after obtaining our written approval of the broker or agent and of the listing agreement. You shall not use or authorize the use of, and no third party shall on your behalf use, any written materials to advertise or promote the transfer of your Development Rights or of any ownership interest in you without our prior written approval.

C. **CONDITIONS FOR APPROVAL OF TRANSFER**.

We will approve a transfer if all of the following requirements are met:

(1) you submit an application in writing requesting our consent and providing us all information or documents we request about the transferee and its owners that we request to evaluate their ability to satisfy their respective obligations under our then-current form of Franchise Agreement and any documents ancillary thereto, and each such person must have completed and satisfied all of our application and certification requirements, including the criteria that neither the transferee nor its owners (if the transferee is an Entity) or affiliates have an ownership interest in or perform services for a Competitive Business;

(2) you and your owners have not violated any provision of this Agreement or any other agreement with us or our affiliates during both the 60-day period before you requested our consent to the transfer and the period between your request and the effective date of the transfer;

(3) you provide us executed versions of any documents executed by you (or your owners) and transferee (and its owners) to effect the transfer, and all other information we request about the proposed transfer, and such transfer meets all of our requirements, including terms, closing date, purchase price, amount of debt, and payment terms, and we have determined that the purchase price and other terms of the transfer will not adversely affect the transferee's fulfillment of your Development Rights;

(4) you (and your owners) and the transferee (and its owners) sign all of the documents we are then requiring in connection with a transfer, in a form satisfactory to us, including: (i) a release of any and all claims (except for claims which cannot be released or

waived pursuant to applicable law) against us and our affiliates and our and their owners, officers, directors, employees, and agents, and (ii) covenants that you and your transferring owners agree to satisfy all post-termination obligations under this Agreement;

(5) if the transfer is of this Agreement or your Development Rights, you have satisfied all of the conditions to transfer all Franchise Agreements that you have executed in connection with this Agreement (and you understand that you may not transfer this Agreement or your Development Rights, without concurrently transferring all associated Franchise Agreements executed pursuant to the terms hereof, and the operations of any associated Jeni's Ice Creams Scoop Shops);

(6) the transferee must (if the transfer is of this Agreement or your Development Rights) sign our then-current form of area development agreement and related documents, any and all of the provisions of which may differ materially from any and all of those contained in this Agreement; provided, that the term of the new area development agreement signed will equal the then-remaining Term and Development Schedule;

(7) you pay us a transfer fee in the amount of $25,000, provided, that no transfer fee is due for the transfer from a deceased owner to such owner's surviving spouse, provided that such transfer is otherwise subject to the terms and conditions of this Section 4 (provided further, that you reimburse us for any direct costs we incur in connection with documenting and otherwise processing such transfer, including reasonable legal fees); and

(8) the transferee(s) must (if the transfer is any beneficial or ownership interest in you), sign our then-current form of guaranty undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us, and an updated **Attachment D**;

(9) you provide us the evidence we request to show that appropriate measures have been taken to effect the transfer as it relates to the fulfillment of your Development Rights, including, transferring all necessary business licenses, and material agreements, or obtaining new business licenses and material agreements.

We may review all information regarding your Development Rights that you give the transferee, correct any information that we believe is inaccurate, and give the transferee copies of any reports that you have given us or we have made regarding your Development Rights.

Our consent to a transfer pursuant to this Section is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of your or such transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand the transferee's full compliance with this Agreement.

D. **TRANSFER TO A WHOLLY-OWNED ENTITY**.

If you do not originally sign this Agreement as an Entity, you may transfer this Agreement to an Entity; provided, that: (1) such Entity conducts no business other than the fulfillment of your Development Rights and the operation of Jeni's Ice Creams Scoop Shops; (2) you maintain management control of such Entity; (3) you own and control 100% of the economic interests, equity, and voting power of all issued and outstanding ownership interests in such Entity; (4) you satisfy all conditions applicable to a transfer described in Section 4.C, except that we will not require payment of a transfer fee as described in Section 4.C(7) (provided, that you reimburse us for any direct costs we incur in connection with documenting and otherwise processing such transfer, including reasonable legal fees) and our right of first refusal under Section 4.E will not apply; and (5) that Entity must expressly assume all of your obligations under this Agreement. You agree to remain personally liable under this Agreement as if the transfer to the Entity did not occur, including by signing our then-current form of personal guaranty of the obligations of such Entity. You must also sign the form of consent to assignment and assignment satisfactory to us which may include a release of any and all claims (except for claims which cannot be released or waived pursuant to an applicable franchise law statute) against us and our affiliates, and our and their owners, officers, directors, employees, and agents.

E. **OUR RIGHT OF FIRST REFUSAL**.

If you or any of your owners wish to conduct a transfer described under Sections 4.B above, you (or your owners) agree to obtain from a responsible and fully disclosed buyer, and send us, a true and complete copy of a bona fide written offer relating exclusively to an interest in you or in this Agreement and your Development Rights. 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 an earnest money deposit equal to 5% or more of the offering price. We may require you (or your owners) to send us copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction.

We may elect to purchase the interest offered for the price and on the terms and conditions contained in the offer, provided that: (1) we notify you or your selling owner(s) that we intend to purchase the interest within 60 days after we receive a copy of the offer and all other information we request; (2) we may substitute cash for any form of payment proposed in the offer (such as ownership interests in a privately-held entity); (3) we or our designee will be offered the same terms for any promissory notes or other deferred payments as those offered by the proposed buyer; (4) we will have an additional 90 days to prepare for closing after notifying you of our election to purchase; and (b) we must receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in any legal business entity.

We have the unrestricted right to assign any or all of our rights under this Section to a third party, who then will have the rights described in this Section.

If we do not exercise our right of first refusal, you or your owners may complete the sale to the proposed buyer on the original offer's terms, but only if we otherwise approve the transfer in accordance with Sections 4.B, and if you and your owners and the transferee comply with the conditions in Sections 4.C.

If you do not complete the sale to the proposed buyer within 60 days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change in the terms of the sale (which you agree to tell us promptly), we or our designee will have an additional right of first refusal on the same terms as described above.

5. **TERMINATION OF AGREEMENT**.

A. **AUTOMATIC**.

This Agreement and all rights granted to you in this Agreement shall automatically terminate without notice if: (1) you make an assignment for the benefit of creditors; (2) you consent to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property; (3) any Jeni's Ice Creams Scoop Shop you operate under a Franchise Agreement with us is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant, or levy is vacated within 30 days; (4) any order appointing a receiver, trustee, or liquidator of you or any Jeni's Ice Creams Scoop Shop you operate under a Franchise Agreement with us is not vacated within 30 days following the order's entry; and/or (5) you or any of your owners file a petition in bankruptcy or a petition in bankruptcy is filed against you.

B. **BY YOU**.

If you and your owners are fully complying with this Agreement and we materially fail to comply with this Agreement and do not correct the failure within 30 days after you deliver written notice of the material failure to us or if we cannot correct the failure within 30 days and we fail to give you within 30 days after your notice reasonable evidence of our effort to correct the failure within a reasonable time, you may terminate this Agreement effective an additional 30 days after you deliver to us written notice of termination. Your termination of this Agreement other than according to this Section 5.B will be deemed a termination without cause and a breach of this Agreement.

C. **BY US**.

We may terminate this Agreement, effective upon delivery of written notice to you, if:

(1) you or any of your owners have made or make any material misrepresentation or omission in acquiring your Development Rights;

(1) you fail to comply with the Development Schedule;

(2) you abandon your Development Rights, which may include that you (i) notify us that you will no longer be exercising the Development Rights granted to you under this Agreement, or fail to reply to inquiries from us for more than fifteen (15) consecutive days; or (ii) fail to make progress towards your Development Schedule such that we determine, in our discretion, that satisfaction of your Development Schedule is impossible or impracticable;

(3) you or any of your owners are or have been convicted of or have pleaded no contest or guilty to a felony;

(4) you or any of your owners violate any of the covenants made in Section 3 of this Agreement;

(5) you or any of your owners make or attempt to make an unauthorized transfer under Section 4;

(6) you violate any law, ordinance, rule, or regulation of a governmental agency in connection with the exercise of your Development Rights, and fail to correct such violation within 72 hours after notice to you, whether from us or any other party;

(7) you fail to pay us or our affiliates any amounts due and do not correct the failure within 10 days after written notice to you;

(8) you (or any of your owners) (a) fail on three or more separate occasions within any 12 consecutive month period to comply with this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you; or (b) fail on two or more separate occasions within any 12 consecutive month period to comply with the same obligation under this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you;

(9) you or any of your owners fail to comply with any other provision of this Agreement, and do not correct the failure within 30 days' notice to you; or

(10) you or an affiliate fails to comply with any other agreement with us or our affiliate and do not correct such failure within the applicable cure period, if any.

D. **RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION**.

Upon termination or expiration of this Agreement you and your owners must immediately: (1) cease conducting the business granted hereunder or holding yourself out to the public as being a developer of Jeni's Ice Creams Scoop Shops except as permitted under Franchise Agreements; (2) return to us or destroy (as we require) any and all Confidential Information (other than as used by you in connection with the operation of any Jeni's Ice Creams Scoop Shop under a Franchise Agreement with us); (3) comply with all other standards we establish from time to time (and all applicable laws) in connection with the wind-down of your business contemplated by this Agreement; and (4) without limiting any other rights or remedies to which we may be entitled, you must pay all amounts owing to us pursuant to this Agreement up to the date of termination.

E. **COVENANT NOT TO COMPETE**.

For two years beginning on the date of termination or expiration of this Agreement, you and your owners agree not to (and to use each of your best efforts to cause each of your respective current and former spouses, immediate family members, owners, officers, directors, employees, representatives, affiliates, successors and assigns not to): (1) have any direct or indirect interest as an owner (whether of record, beneficially, or otherwise) in a Competitive Business; and/or (2) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, in each case, if such Competitive Business is located or operating:

(a) within the Development Area, or

(b) within a 5-mile radius of any other Jeni's Ice Creams Scoop Shop.

If any person restricted by this Section fails to comply with these obligations as of the date of termination or expiration, the two-year restricted period for that person will commence on the date the person begins to comply with this Section, which may be the date a court order is entered enforcing this provision. You and your owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing the covenants made in this Section will not deprive you of your personal goodwill or ability to earn a living. The restrictions in this Section will also apply after any transfer, to the transferor and its owners, for a period of two years beginning on the effective date of the transfer, with the force and effect as though this Agreement had been terminated for such parties as of such date.

F. **CONTINUING OBLIGATIONS**.

All of our and your (and your owners') obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire, including all obligations relating to non-disparagement, non-competition, non-interference, confidentiality, information security, Innovations, and indemnification.

6. **RELATIONSHIP OF THE PARTIES/INDEMNIFICATION**.

A. **INDEPENDENT CONTRACTORS**.

This Agreement does not create a fiduciary relationship between you and us, that you and we are and will be independent contractors, and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner, or employee of the other for any purpose. You agree to identify yourself conspicuously in all dealings with customers, vendors, public officials, your personnel, and others as the sole holder of the Development Rights and to place notices of independent ownership on the forms, business cards, stationery, advertising, and other materials we require from time to time. You also acknowledge that you will have a contractual relationship only with us and may look only to us to perform under this Agreement, and not our affiliates, designees, officers, directors, employees, or other representatives or agents.

B. **NO LIABILITY TO OR FOR ACTS OF OTHER PARTY**.

We and you may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our respective relationship is other than franchisor and franchise owner. We will not be obligated for any damages to any person or property directly or indirectly arising out of the exercise of your Development Rights or the business you conduct under this Agreement. We will have no liability for your obligations to pay any third parties, including any product Vendors.

C. **INDEMNIFICATION**.

You agree to indemnify, defend, and hold harmless us, our affiliates, and each of our and their respective affiliates, owners, directors, managers, officers, employees, agents, successors, and assignees (the "**Indemnified Parties**") against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of your Development Rights, the business you conduct under this Agreement, your breach of this Agreement, and/or the actions or omissions of you, your owners, or your and their respective representatives, including those alleged to be caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by the Indemnified Party's intentional misconduct in a final, unappealable ruling issued by a court with competent jurisdiction or arbitrator. For purposes of this indemnification, "**claims**" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation or alternative dispute resolution, regardless of whether litigation or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at your expense and agree to settlements or take any other remedial, corrective, or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section. Any Indemnified Party may demand that you advance funds to such Indemnified Party to pay for any claims that are indemnifiable under this Section, and you will advance such funds promptly upon demand; provided, however, that if (and only to the limited extent that) any such claim is ultimately determined not to be indemnifiable under this Section in a final, unappealable ruling issued by a court with competent jurisdiction or arbitrator, such Indemnified Party must reimburse any portion of such funds that are attributable to such non-indemnifiable claims.

7. **ENFORCEMENT**.

A. **SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS**.

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, arbitrator, agency, or other tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties.

If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires or some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable, or unlawful, the notice or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. You agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

B. **<u>WAIVER OF OBLIGATIONS</u>**.

We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of 10 days' prior written notice.

No right, power, or option you or we are provided under this Agreement will be impaired or waived because of any custom or practice at variance with this Agreement's terms or your or our failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including any System Standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other Jeni's Ice Creams Scoop Shops; the existence of area development agreements for other Jeni's Ice Creams Scoop Shops which contain provisions different from those contained in this Agreement; or our acceptance of any payments due from you after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction. We are authorized to remove any legend or endorsement, which then will have no effect.

The following provision applies if you or the franchise granted hereby are subject to the franchise registration or disclosure laws in Illinois, Indiana, Maryland, Michigan, Minnesota, Virginia, or Wisconsin: 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 (1) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (2) 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.

C. **<u>COSTS AND ATTORNEYS' FEES</u>**.

The prevailing party in any judicial or arbitration proceeding shall be entitled to recover from the other party all damages, costs, and expenses, including arbitration and court costs and reasonable attorneys' fees, incurred by the prevailing party in connection with such proceeding.

D. **<u>RIGHTS OF PARTIES ARE CUMULATIVE</u>**.

Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy which we or you are entitled by law to enforce.

E. **<u>ARBITRATION</u>**.

We and you agree that all controversies, disputes, or claims between us or any of our affiliates, and our and their respective owners, officers, directors, agents, and employees, on the one hand, and you and your owners, guarantors, affiliates, and employees, on the other hand, arising out of or related to: (1) this Agreement or any other agreement between you (or any of your owners) and us (or any of our affiliates); (2) our relationship with you; (3) the scope or validity of this Agreement or any other agreement between you (or any of your owners) and us (or any of our affiliates) or any provision of any of such agreements (including the validity and scope of this arbitration provision, which is to be determined by an arbitrator, not a court); or (4) your Development Rights, must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association (the "**AAA**"). The arbitration proceedings will be conducted by one arbitrator and, except as this Section otherwise provides, according to the AAA's then-current Commercial Arbitration Rules. All proceedings will be conducted at a suitable location chosen by the arbitrator that is within 50 miles of our or, as applicable, our successor's or assign's then-current principal place of business (currently, Columbus, Ohio). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The interim and final awards of the arbitrator shall be final and binding upon each party, and judgment upon the arbitrator's awards may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her awards any relief which he or she deems proper, including money damages, pre- and post-award interest, interim costs and attorneys' fees, specific performance, and injunctive relief, provided that the arbitrator may not declare any of the trademarks owned by us or our affiliates generic or otherwise invalid, or award any punitive or exemplary damages against any party to the arbitration proceeding (we and you hereby waiving to the fullest extent permitted by law any such right to or claim for any punitive or exemplary damages against any party to the arbitration proceeding). In any arbitration brought pursuant to this Section, and in any action in which a party seeks to enforce compliance with this Section, the prevailing party shall be awarded its costs and expenses, including attorneys' fees, incurred in connection therewith.

We and you agree to be bound by the provisions of any applicable contractual or statutory limitations provision, whichever expires earlier. We and you further agree that, in any arbitration proceeding, each party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding. Any claim which is not submitted or filed as required will be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us.

WE AND YOU AGREE THAT ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT A PROCEEDING REQUIRED UNDER THIS SECTION TO BE SUBMITTED TO ARBITRATION MAY NOT BE: (1) CONDUCTED ON A CLASS-WIDE BASIS; (2) COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING; (3) JOINED WITH ANY SEPARATE CONTROVERSY, DISPUTE OR CLAIM OF AN UNAFFILIATED THIRD-PARTY; OR (4) BROUGHT ON YOUR BEHALF BY ANY ASSOCIATION OR AGENT. Notwithstanding the foregoing, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute, controversy or claim that otherwise would be subject to arbitration under this Section, then all parties agree that this arbitration clause shall not apply to that dispute, controversy or claim and that such dispute, controversy or claim shall be resolved in a judicial proceeding in accordance with the dispute resolution provisions of this Agreement.

We and you agree that, in any arbitration arising as described herein, the arbitrator shall have full authority to manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute. The parties may only serve reasonable requests for documents, which must be limited to documents upon which a party intends to rely or documents that are directly relevant and material to a significant disputed issue in the case or to the case's outcome. The document requests shall be restricted in terms of time frame, subject matter and persons or entities to which the requests pertain and shall not include broad phraseology such as "all documents directly or indirectly related to." You and we further agree that no interrogatories or requests to admit shall be propounded unless the parties later mutually agree to their use.

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

Any provisions of this Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this Section.

F. **GOVERNING LAW**.

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other United States federal law, this Agreement and any related agreements, your Development Rights, and all claims arising from the relationship between us (or any of our affiliates, and our and their respective owners, officers, directors, agents, representatives, and employees) and you (and your owners, guarantors, affiliates, and employees) will be governed by the laws of the state of Ohio, without regard to its conflict of laws rules, except that any state law regulating the offer or sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

G. **CONSENT TO JURISDICTION**.

Subject to the obligation to arbitrate under Section 7.E above and the provisions below, you and your owners agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in the court nearest to our or, as applicable, our successor's or assign's then-current principal place of business (currently, Columbus, Ohio), and you (and each owner) irrevocably submit to the jurisdiction of that court and waive any objection you (or the owner) might have to either the jurisdiction of or venue in that court.

H. **WAIVER OF PUNITIVE DAMAGES, JURY TRIAL, AND CLASS ACTION**.

Except for your obligation to indemnify us for third party claims under Section 6.C, we and you (and your owners) waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that, in the event of a dispute between us and you, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains. We and you irrevocably waive trial by jury in any proceeding brought by either of us.

WE AND YOU AGREE THAT ANY PROCEEDING BETWEEN US OR RELATING TO THIS AGREEMENT WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT ANY PROCEEDING BETWEEN US AND ANY OF OUR AFFILIATES, OR OUR AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, ON THE ONE HAND, AND YOU OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES, ON THE OTHER HAND, MAY NOT BE: (1) CONDUCTED ON A CLASS-WIDE BASIS, (2) COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER PROCEEDING, (3) JOINED WITH ANY CLAIM OF AN UNAFFILIATED THIRD-PARTY, OR (4) BROUGHT ON YOUR BEHALF BY ANY ASSOCIATION OR AGENT.

I. **INJUNCTIVE RELIEF**.

Nothing in this Agreement, including the provisions of Sections 7.E or 7.F, bars our right to obtain specific performance of the provisions of this Agreement and injunctive relief against any threatened or actual conduct that will cause us, our affiliates, or the System loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and temporary or preliminary injunctions. You agree that we may seek such relief from any court of competent jurisdiction in addition to such further or other relief as may be available to us at law or in equity. You agree that we will not be required to post a bond to obtain injunctive relief and that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

J. **LIMITATIONS OF CLAIMS**.

UNLESS PROHIBITED BY APPLICABLE LAW, EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE DEVELOPMENT RIGHTS, OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED IN ACCORDANCE WITH THIS AGREEMENT WITHIN ONE YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS. The parties understand that such time limit might be shorter than otherwise allowed by law. You and your owners agree that your and their sole recourse for claims arising between the parties shall be against us or our successors and assigns. You and your owners agree that our and our affiliates' members, managers, shareholders, directors, officers, employees, and agents shall neither be personally liable nor named as a party in any action between us or our affiliates and you or your owners.

No previous course of dealing shall be admissible to explain, modify, or contradict the terms of this Agreement. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement.

K. **BINDING EFFECT**.

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to our right to modify the System Standards, this Agreement may not be modified except by a written agreement signed by our and your duly-authorized officers.

L. **CONSTRUCTION**.

The preambles and attachments are a part of this Agreement, which together with this Agreement constitute our and your entire agreement relating to the matters contemplated hereby, and there are no other oral or written understandings or agreements between us and you, or oral or written representations by us, relating to the subject matter of this Agreement, the franchise relationship, or your Development Rights (any understandings or agreements reached, or any representations made, before this Agreement are superseded by this Agreement). Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement, and are not binding on us.

Except as provided in this Agreement, including Section 6.C, Section 7.E and those provisions expressly benefiting our affiliates, nothing in this Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed, initiated, or completed actions that require our approval. The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs.

References in this Agreement to: (1) "we," "us," and "our," with respect to all of our rights and all of your obligations to us under this Agreement, include any of our affiliates with whom you deal; (2) "affiliate" of any person means any other person that is directly or indirectly owned or controlled by, under common control with, or owning or controlling such person; (3) "control" of any person means the ownership interest of greater than 50% of the outstanding ownership interests of any entity, and/or the power to direct or cause the direction of management and policies; (4) "ownership interest" means any direct or indirect title, ownership and/or beneficial interest in the equity, voting rights, or economic interest in any Entity; (5) "owner" means any person that holds any direct or indirect ownership interest in an Entity; (6) "person" means any natural person, Entity, unincorporated association, cooperative, or other legal or functional organization; (7) unless otherwise specified, "days" means calendar days and not business days; and (8) "your Development Rights" includes all of the assets of the business that you operate under this Agreement. The use of the term "including" in this Agreement, means in each case "including, without limitation."

If two or more persons are at any time the owners of your Development Rights, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several.

8. NOTICES AND PAYMENTS.

All written notices, reports, and payments permitted or required to be delivered by this Agreement will be deemed to be delivered by the earlier of the time actually delivered, or as follows: (1) at the time delivered via electronic transmission and, in the case of amounts due, at the time we actually receive electronic payment, (2) one business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery, or (3) three business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid. Notices must be sent to the party to be notified at its most current principal business address of which the notifying party has notice; except that, it will always be deemed acceptable to send notice to you at the address of any Jeni's Ice Creams Scoop Shop that you operate. Any notice we send you by electronic means will be deemed delivered if it is delivered to the address of the Principal Owner listed on **Attachment C**, or any other email address your Principal Owner has notified us of, and/or any branded email address we issue your Principal Owner that is associated with the System.

9. PROHIBITED PARTIES.

You hereby represent and warrant to us, as an express consideration for the franchise granted hereby, that neither you nor any of your owners, employees, agents, or representatives, nor any other person or entity associated with you, is now, or has been:

1. Listed on: (a) the U.S. Treasury Department's List of Specially Designated Nationals; (b) the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or General Orders; (c) the U.S. State Department's Debarred List or Nonproliferation Sanctions; or (d) the Annex to U.S. Executive Order 13224.

2. A person or entity who assists, sponsors, or supports terrorists or acts of terrorism, or is owned or controlled by terrorists or sponsors of terrorism.

You further represent and warrant to us that you and your owners are now, and have been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by you or your owners to us or our affiliates are and will be legally obtained in compliance with these laws. You agree not to, and to cause all of your owners, employees, agents, representatives, and any other person or entity associated with you not to, during the Term, take any action or refrain from taking any action that would cause such person or entity to become a target of any such laws and regulations.

10. **EXECUTION**.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Agreement may be executed by electronic means.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC, an Ohio limited liability company	**DEVELOPER:** ________________________________
By:______________________________	By:______________________________
Name:____________________________	Name:____________________________
Title:____________________________	Title:____________________________
EFFECTIVE DATE:________________	Date: ____________________________

ATTACHMENT A

TO AREA DEVELOPMENT AGREEMENT

DEVELOPMENT AREA

The **Development Area** is:____
____
____
____
____
____

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC, an Ohio limited liability company	**DEVELOPER:** ________________________________
By:______________________________ Name:___________________________ Title:____________________________	By:______________________________ Name:___________________________ Title:____________________________

ATTACHMENT B

TO AREA DEVELOPMENT AGREEMENT

DEVELOPMENT FEE AND SCHEDULE

The **Development Fee** is as follows: $___________________

The **Development Schedule** is as follows:

Development Period	New Shops Opened During Development Period	Shops Open at the End of Development Period
_____ to _____	__________	__________
_____ to _____	__________	__________
_____ to _____	__________	__________

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC, an Ohio limited liability company

By:_________________________________
Name:_______________________________
Title:________________________________

DEVELOPER:

____

By:_________________________________
Name:_______________________________
Title:________________________________

ATTACHMENT C

TO AREA DEVELOPMENT AGREEMENT

DEVELOPER INFORMATION

1. **Formation**: You were formed on __________, _____ under the laws of the State of ___________________.

2. **Address for Notice**: ____
____

3. **Management**: The following is a list of your directors, officers, managers or anyone else with a management position or title:

Name of Individual	**Position(s) Held**
______________________	______________________
______________________	______________________
______________________	______________________

4. **Owners**. The following list includes the full name of each individual who is one of your owners, or an owner of one of your owners, and fully describes the nature of each owner's interest:

Owner's Name	**Percentage/Description of Interest**
______________________	______________________
______________________	______________________
______________________	______________________

5. **Principal Owner**:

    a. Name: ______________________________

    b. Email Address: ______________________

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC, an Ohio limited liability company	**DEVELOPER:**
	______________________________
By:______________________________	By:______________________________
Name:____________________________	Name:____________________________
Title:_____________________________	Title:_____________________________

ATTACHMENT D

TO AREA DEVELOPMENT AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given by each of the undersigned persons indicated below who have executed this Guaranty (each a "**Guarantor**") to be effective as of the Effective Date of the Agreement (defined below).

In consideration of, and as an inducement to, the execution of that certain Area Development Agreement (as amended, modified, restated or supplemented from time to time, the "**Agreement**") on this date by **Jeni's Splendid Ice Creams Franchise, LLC** ("**us**," "**we**," or "**our**"), each Guarantor personally and unconditionally (1) guarantees to us and our successors and assigns, for the term of the Agreement and afterward as provided in the Agreement, that ____ ("**Area Developer**") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, and transfer requirements.

Each Guarantor consents and agrees that: (1) Guarantor's direct and immediate liability under this Guaranty will be joint and several, both with Area Developer and among other guarantors; (2) Guarantor will render any payment or performance required under the Agreement upon demand if Area Developer fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Area Developer or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time grant to Area Developer or to any other person, including the acceptance of any partial payment or performance or the compromise or release of any claims, or any amendment, waiver or restatement to any terms of the Agreement, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement; and (5) at our request, each Guarantor shall present updated financial information to us as reasonably necessary to demonstrate such Guarantor's ability to satisfy the financial obligations of Area Developer under the Agreement.

Each Guarantor waives: (1) all rights to payments and claims for reimbursement or subrogation which any Guarantor may have against Area Developer arising as a result of the Guarantor's execution of and performance under this Guaranty; and (2) acceptance and notice of acceptance by us of Guarantor's undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled.

Each Guarantor represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

The provisions contained in Section 7 (Enforcement) of the Agreement, including Section 7.E (Arbitration), Section 7.G (Consent to Jurisdiction) and Section 7.C (Costs and Attorneys' Fees) of the Agreement are incorporated into this Guaranty by reference and shall govern this Guaranty and any disputes between the Guarantors and us. The Guarantors shall reimburse us for all costs and expenses we incur in connection with enforcing the terms of this Guaranty.

By signing below, the undersigned spouse of each Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse and personally agrees to be bound by the obligations in the Agreement regarding confidential information (Section 3.A) and the restrictive covenants regarding non-competition, non-interference, and non-disparagement (Sections 3 and 5.D). Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty. We confirm that a spouse who signs this Guaranty solely in his or her capacity as a spouse (and not as an owner) is signing merely for the purposes described above and, as necessary, to bind the assets of the marital estate as described herein and for no other purpose (including, without limitation, to bind the spouse's own separate property).

Each Guarantor that is a business entity, retirement or investment account, or trust acknowledges and agrees that if Area Developer (or any of its affiliates) is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such Guarantor (or on such Guarantor's account) to its owners, accountholders or beneficiaries or otherwise, for so long as such delinquency exists, subject to applicable law.

This Guaranty is binding upon each Guarantor and its respective executors, administrators, heirs, beneficiaries, and successors in interest.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as this Guaranty and Assumption of Obligations was executed.

GUARANTOR(S)	SPOUSE(S)
Sign:________________ Name: ________________ Address: ________________ ________________ ________________ Email Address: ________________	Sign:________________ Name: ________________ Address: ________________ ________________ ________________ Email Address: ________________
Sign:________________ Name: ________________ Address: ________________ ________________ ________________ Email Address: ________________	Sign:________________ Name: ________________ Address: ________________ ________________ ________________ Email Address: ________________
Sign:________________ Name: ________________ Address: ________________ ________________ ________________ Email Address: ________________	Sign:________________ Name: ________________ Address: ________________ ________________ ________________ Email Address: ________________

EXHIBIT E

TO AREA DEVELOPMENT AGREEMENT

STATE-SPECIFIC RIDERS

The various state-specific terms listed below will apply to this Agreement and modify the terms to this Agreement, if the transaction satisfies the jurisdictional requirements described below for any particular state law and is not otherwise exempt from such law. The provisions of multiple states may apply.

The following provision applies if you or the franchise granted hereby are subject to the franchise laws in **Illinois, Indiana, Maryland, Michigan, Minnesota, Virginia, or Wisconsin:** 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.

ILLINOIS

The following provisions are annexed to and form part of this Area Development Agreement if and only if, and in such case to the extent that: (a) you are domiciled in the State of Illinois or (b) the offer of the franchise is made or accepted in the State of Illinois and your franchised business is or will be operated in the State of Illinois.

1. The following language is added to the end of the Area Development Agreement:

   Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern this Agreement.

   Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

   Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

   Your rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

MARYLAND

The following provisions are annexed to and form part of this Area Development Agreement if and only if, and in such case to the extent that: (a) you are a resident of the State of Maryland; or (b) your franchised business is or will be operated in the State of Maryland; or (c) the offer of the franchise was made or accepted in the State of Maryland.

1. The following is added to the end of Sections 4.B and 4.C(4) of the Area Development Agreement:

> Pursuant to COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The following is added to the end of Section 5.A of the Area Development Agreement:

> This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

3. Section 7.E of the Area Development Agreement is supplemented by adding the following to the end of the Section:

> A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Registration and Disclosure Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. Section 7.G of the Area Development Agreement is supplemented by adding the following to the end of the Section.

> A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure law.

5. The following is added to the end of Section 7.J of the Area Development Agreement:

> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

MINNESOTA

The following provisions are annexed to and form part of this Area Development Agreement if and only if, and in such case to the extent that: (a) your franchised business will be operated wholly or partly in Minnesota; and/or (b) you are either a resident of, domiciled in, or actually present in Minnesota.

1. The following is added to the end of Section 5 of the Area Development Agreement:

> However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure).

2. The following is added to the end of Sections 4.B and 4.C(4) of the Area Development Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. The following is added to the end of Section 7.I of the Area Development Agreement:

Notwithstanding the foregoing, a court will determine if a bond is required.

4. The following is added to the end of the first paragraph of Section 7.J of the Area Development Agreement:

; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

5. Notwithstanding anything to the contrary contained in the Area Development Agreement, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring you to waive your rights to a jury trial or to waive your 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.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties have executed and delivered this State-Specific Rider to be effective as of the Effective Date.

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC, an Ohio limited liability company

By:________________________________
Name:______________________________
Title:_______________________________
EFFECTIVE DATE:__________________

DEVELOPER:

____

By:________________________________
Name:______________________________
Title:_______________________________
Date: _______________________________

EXHIBIT B-3

REPRESENTATIONS STATEMENT

REPRESENTATIONS STATEMENT

DO NOT SIGN OR INITIAL THIS QUESTIONNAIRE IF YOU ARE LOCATED IN, A RESIDENT OF, OR YOUR FRANCHISED BUSINESS WILL BE LOCATED IN: ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, VIRGINIA, OR WISCONSIN.

The purpose of this Statement is to demonstrate to JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC. ("Franchisor") that the person(s) signing below ("I," "me" or "my"), whether acting individually or on behalf of any legal entity established to acquire the franchise rights, (a) fully understands that the purchase of a Jeni's franchise rights is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor's Franchise Disclosure Document (the "FDD") in deciding to purchase the franchise. In that regard, I represent to Franchisor and acknowledge that:

I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the market place generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.	INITIAL:
I received a copy of the FDD at least 14 calendar days before I executed a Franchise Agreement or paid Franchisor or its affiliates any fees. I understand that all of my rights and responsibilities and those of Franchisor in connection with the franchise are set forth in these agreements and only in these agreements. I have had the opportunity to personally and carefully review these documents and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise.	INITIAL:
Neither the Franchisor nor any of its affiliates, officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD.	INITIAL:
My decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by the Franchisor or any of its officers, employees or agents (including any franchise broker), including as to the likelihood of success of the franchise.	INITIAL:
I have made my own independent determination that I have the capital necessary to fund the franchised business and my living expenses, particularly during the start-up phase.	INITIAL:

PLEASE READ THE FOLLOWING QUESTION CAREFULLY. THEN SELECT YES OR NO AND PLACE YOUR INITIALS WHERE INDICATED. Have you received any information from the Franchisor or any of its affiliates, officers, employees or agents (including any franchise broker) concerning actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchised business (including any statement, promise or assurance concerning the likelihood of success) other than information contained in the FDD? ☐ Yes ☐ No (Initial Here: ____) If you selected "Yes," please describe the information you received on the lines below: ____ ____.	INITIAL:

FRANCHISE OWNER

(IF YOU ARE A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

____
Entity Name

Sign:________________________________
Name:_______________________________
Title:________________________________

DATED:_____________________________

FRANCHISE OWNER

(IF YOU ARE AN INDIVIDUAL):

____
Individual Name

Sign:________________________________

DATED:___________________________

EXHIBIT B-4

SAMPLE GENERAL RELEASE

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC

GENERAL RELEASE AGREEMENT

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC ("**we**," "**us**," or "**our**") and______ ________________________________ ("**you**" or "**your**") are currently parties to a certain franchise agreement dated ________________________, 20___ (the "**Agreement**"). You have asked us to take the following action or to agree to the following request:______________________________________
____
____
____
______________________________________. We have the right under the Agreement to obtain a general release from you and your owners as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you and your owners give us the release and covenant not to sue provided below in this document. You and your owners are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

You and your owners, jointly and severally, on behalf of themselves and their spouses and immediate family members, and each such foregoing person's or entity's respective affiliates, employees, owners, officers, directors, successors, assigns, spouses and immediate family members (the "**Releasing Parties**") hereby fully and forever unconditionally release and discharge us and our current and former affiliates, parents, subsidiaries, franchisees, area developers, owners, agents, insurers and our and their respective affiliates, employees, officers, directors, successors, assigns, owners, guarantors and other representatives (the "**Franchisor Parties**"), of and from any and all claims, obligations, debts, proceedings, demands, causes of action, rights to terminate and rescind, liabilities, losses, damages, and rights of every kind and nature whatsoever, and known or unknown, suspected or unsuspected, whether at law or in equity, which any of them has, had, or may have against any of the Franchisor Parties, from the beginning of time to the date of this document (together, **Claims**"), including any and all Claims in any way arising out of or relating to the Agreement or the relationship of the Releasing Parties with any of the Franchisor Parties. You and your owners, on your own behalf and the other Releasing Parties, further covenant not to sue any of the Franchisor Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity.

IF THE FRANCHISED BUSINESS YOU OPERATE UNDER THE FRANCHISE AGREEMENT IS LOCATED IN CALIFORNIA OR IF ANY OF THE RELEASING PARTIES ARE RESIDENTS OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

SECTION 1542 ACKNOWLEDGMENT. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY YOU OR THE RELEASING PARTIES. YOU RECOGNIZE THAT YOU OR THE RELEASING PARTIES MAY HAVE SOME CLAIM, DEMAND, OR CAUSE OF ACTION AGAINST THE COCO FRESH PARTIES OF WHICH YOU, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH YOU, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL

DEPRIVE YOU, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT YOU, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE COCO FRESH PARTIES. IN FURTHERANCE OF THIS INTENTION, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, EXPRESSLY WAIVE ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

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

YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT YOU UNDERSTAND ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENT THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

If the franchised business is located in Maryland or if you are a resident of Maryland, the following shall apply: Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have executed and delivered this document on the date stated below.

JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC
a Delaware limited liability company

Sign:______________________________
Name:_____________________________
Title:______________________________

DATED:____________________________

FRANCHISE OWNER

(IF YOU ARE A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

____
Entity Name

Sign:______________________________
Name:_____________________________
Title:______________________________

DATED:______________________________

FRANCHISE OWNER

(IF YOU ARE AN INDIVIDUAL):

____
Individual Name

Sign:______________________________

DATED:__________________________

EXHIBIT C-1

LIST OF CURRENT FRANCHISEES

FRANCHISED OUTLETS
AS OF DECEMBER 31, 2024

None.

Franchise Agreements Signed but Outlets Not Opened as of December 31, 2024

None.

EXHIBIT C-2

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM OR NOT COMMUNICATED

FRANCHISEES WHO HAVE LEFT THE SYSTEM DURING THE FISCAL YEAR ENDED DECEMBER 31, 2024

None.

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

EXHIBIT D

FINANCIAL STATEMENTS

Jeni's Splendid Ice Creams Franchise, LLC

Financial Report

May 29, 2025

Jeni's Splendid Ice Creams Franchise, LLC

Contents

Plante & Moran, PLLC
Suite 300
2601 Cambridge Court
Auburn Hills, MI 48326
Tel: 248.375.7100
Fax: 248.375.7101
plantemoran.com

Independent Auditor's Report

To the Member
Jeni's Splendid Ice Creams Franchise, LLC

Opinion

We have audited the financial statement of Jeni's Splendid Ice Creams Franchise, LLC (the "Company"), which comprises the balance sheet as of May 29, 2025, and the related notes to the financial statement.

In our opinion, the accompanying financial statement presents fairly, in all material respects, the financial position of the Company as of May 29, 2025 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement 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 a financial statement that is free from material misstatement, whether due to fraud or error.

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

Auditor’s Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is 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 GAAS 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 statement.

To the Member
Jeni's Splendid Ice Creams Franchise, LLC

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, 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 statement.
- 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 the Company'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 statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company'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.

Plante & Moran, PLLC

June 9, 2025

Jeni's Splendid Ice Creams Franchise, LLC

Balance Sheet

	May 29, 2025
Assets - Cash	**$ 300,000**
Liabilities and Member's Equity	
Liabilities	$ -
Member's Equity	300,000
Total liabilities and member's equity	**$ 300,000**

See notes to financial statement.

Note 1 - Nature of Business

Jeni's Splendid Ice Creams Franchise, LLC (the "Company") was organized in the State of Ohio on April 16, 2025 as a limited liability company. The purpose of the company is to franchise, develop, and foster the growth and expansion of the Jeni's franchising system. The Company is a wholly owned subsidiary of Jeni's Splendid Ice Creams, LLC (the "Parent").

The Company uses the accrual basis of accounting and operates on a 52-/53-week fiscal year.

Under an Intercompany Trademark License Agreement with the Parent, the Company has a limited nonexclusive right to use the Licensed Marks in connection with its operations. As of May 29, 2025, the Company has not signed any franchise agreements.

Note 2 - Significant Accounting Policies

Basis of Presentation

The financial statement of the Company has been prepared on the basis of generally accepted accounting principles (GAAP). The preparation of a financial statement in conformity with GAAP requires management to make estimates and assumptions that affect amounts reported in the financial statement. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all investments with an original maturity of three months or less when purchased to be cash equivalents. At May 29, 2025, the Company held cash of $300,000.

The Company maintains its cash in bank deposit accounts that 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 risks on cash or cash equivalents.

Income Taxes

The Company is treated as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable or provided for by the Company. The member is taxed on the Company’s earnings. The Company’s net income or loss is allocated to the member in accordance with the Company’s operating agreement.

Commitments and Contingencies

The Company may be subject to various claims, legal actions, and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC 450, *Contingencies*, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is probable and the amount of loss can be reasonably estimated, it is accrued.

If a loss contingency is probable but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is reasonably possible, disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are remote are neither accounted for nor disclosed.

The Company had no losses recorded as of May 29, 2025.

Related Party Relationship

The only costs incurred to date are the legal and professional fees to draft the franchise disclosure document, which were paid by the Parent on behalf of the Company.

Note 2 - Significant Accounting Policies (Continued)

Use of Estimates

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

Subsequent Events

The financial statement and related disclosures include evaluation of events up through and including June 9, 2025, which is the date the financial statement was available to be issued.

Note 3 - Member's Equity

The Company was formed through a contribution of equity from the Parent in the amount of $300,000.

EXHIBIT E

STATE ADDENDA

ADDITIONAL DISCLOSURES FOR THE FRANCHISE DISCLOSURE DOCUMENT OF JENI'S SPLENDID ICE CREAMS FRANCHISE, LLC

The following are additional disclosures for the Disclosure Document of Jeni's Splendid Ice Creams Franchise, LLC required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

FOR THE FOLLOWING STATES: ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, VIRGINIA, OR WISCONSIN. 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.

ILLINOIS

1. Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern the Franchise Agreement and the Area Development Agreement.

2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement or Area Development Agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a Franchise Agreement or Area Development Agreement may provide for arbitration outside of Illinois.

3. 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.

4. Your rights upon termination and non-renewal of a Franchise Agreement or Area Development Agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

MARYLAND

1. Under COMAR 02.02.08.16L, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to claims or liability arising under the Maryland Franchise Registration and Disclosure Law.

2. The Franchise Agreement and Area Development Agreement provide for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

3. A franchisee may bring suit in Maryland for claims arising under the Maryland Franchise Registration Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

MINNESOTA

1. The following is added at the end of the chart in Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and Area Development Agreement and 180 days' notice for non-renewal of the Franchise Agreement and Area Development Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the Area Developer or Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document, Area Development Agreement or Franchise Agreement can abrogate or reduce any of Area Developer's or Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Area Developer's or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.
Any release required as a condition of renewal or transfer/assignment will not apply to the extent prohibited by Governing Law with respect to claims arising under Minn. Rule 2860.4400D.

In compliance with Minnesota Statute 80C.17 Subd. 5, no action may be commenced pursuant to this section more than three years after the cause of action accrues

You cannot consent to us obtaining injunctive relief. You may seek injunctive relief. See Minnesota Rule 2860.4400(J). Also, a court will determine if a bond is required.

2. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

VIRGINIA

1. The following language is added to the end of Item 17(h):

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Development Agreement or 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.

State Effective Dates

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

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

State	Effective Date
California	Not Registered
Hawaii	Not Registered
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Not Registered
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Pending
Washington	Not Registered
Wisconsin	September 4, 2025

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.

<u>EXHIBIT F</u>

<u>RECEIPTS</u>

ITEM 23
RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Jeni's Splendid Ice Creams Franchise, 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. Under Iowa law, Jeni's Splendid Ice Creams Franchise, LLC must give you this Disclosure Document at the earlier of the 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, franchisor or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Under New York law, Jeni's Splendid Ice Creams Franchise, LLC must provide this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Jeni's Splendid Ice Creams Franchise, 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. 20580 and the appropriate state agency on Exhibit A.

Issuance date: August 18, 2025

The Franchisor is Jeni's Splendid Ice Creams Franchise, LLC, located at 401 North Front Street, Suite 300, Columbus, OH 43215. Its telephone number is (614) 488-3224. The franchise seller who offered you a Jeni's franchise is:

❑ Sean Bock Jeni's Splendid Ice Creams Franchise, LLC 401 North Front Street, Suite 300 Columbus, OH 43215 (614) 488-3224	❑ __________________ Jeni's Splendid Ice Creams Franchise, LLC 401 North Front Street, Suite 300 Columbus, OH 43215 (614) 488-3224

I received a disclosure document dated August 18, 2025, that included the following Exhibits:

Exhibit A – State Administrators / Agents for Service of Process
Exhibit B-1 – Franchise Agreement
Exhibit B-2 – Area Development Agreement
Exhibit B-3 – Representations Statement
Exhibit B-4 – Sample General Release
Exhibit C-1 – List of Franchisees
Exhibit C-2 – List of Former Franchisees
Exhibit D – Financial Statements
Exhibit E – State Addenda and Agreement Riders
Exhibit F – Receipts

PROSPECTIVE FRANCHISEE:

If a business entity:	If an individual:
______________________________	______________________________
Name of Business Entity	(Print Name): __________________
By: __________________________	
Its: __________________________	Dated: ________________________
(Print Name): __________________	
Dated: ________________________	

Please sign and date this copy of the receipt and return it, by mail or e-mail, to: Jeni's Splendid Ice Creams Franchise, LLC; 401 North Front Street, Suite 300, Columbus, OH 43215; franchise@jenis.com.

ITEM 23
RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Jeni's Splendid Ice Creams Franchise, 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. Under Iowa law, Jeni's Splendid Ice Creams Franchise, LLC must give you this Disclosure Document at the earlier of the 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, franchisor or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Under New York law, Jeni's Splendid Ice Creams Franchise, LLC must provide this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Jeni's Splendid Ice Creams Franchise, 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. 20580 and the appropriate state agency on Exhibit A.

Issuance date: August 18, 2025

The Franchisor is Jeni's Splendid Ice Creams Franchise, LLC, located at 401 North Front Street, Suite 300, Columbus, OH 43215. Its telephone number is (614) 488-3224. The franchise seller who offered you a Jeni's franchise is:

❑ Sean Bock Jeni's Splendid Ice Creams Franchise, LLC 401 North Front Street, Suite 300 Columbus, OH 43215 (614) 488-3224	❑ __________________ Jeni's Splendid Ice Creams Franchise, LLC 401 North Front Street, Suite 300 Columbus, OH 43215 (614) 488-3224

I received a disclosure document dated August 18, 2025, that included the following Exhibits:

Exhibit A – State Administrators / Agents for Service of Process
Exhibit B-1 – Franchise Agreement
Exhibit B-2 – Area Development Agreement
Exhibit B-3 – Representations Statement
Exhibit B-4 – Sample General Release
Exhibit C-1 – List of Franchisees
Exhibit C-2 – List of Former Franchisees
Exhibit D – Financial Statements
Exhibit E – State Addenda and Agreement Riders
Exhibit F – Receipts

PROSPECTIVE FRANCHISEE:

If a business entity:

____

Name of Business Entity

By: _______________________________

Its: _______________________________

(Print Name): ______________________

Dated: ____________________________

If an individual:

____

(Print Name): ____________________________

Dated: ___________________________________

You may keep this copy of the receipt for your own records.