

## FRANCHISE DISCLOSURE DOCUMENT



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

As a franchisee, you will own and operate a Smash My Trash® business featuring waste compaction services. The total investment necessary to begin operation of a Smash My Trash® business is \$372,050 to \$492,200. This includes \$84,200 to ~~\$90,200~~ \$89,700 that must be paid to the franchisor or affiliate.

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

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

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

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

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

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

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration or litigation only in Indiana. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Indiana than in your own state.
2. **Financial Condition.** The franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
3. **Mandatory Minimum Payments.** You must make minimum royalty payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
5. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
6. **Turnover Rate.** During the last 3 years, ~~115~~221 outlets (~~i.e.,~~ territories) were terminated, ~~not renewed, reacquired~~transferred, re-acquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate. ~~Under the franchisor's prior franchise offering model, franchisees could purchase multiple territories under a single franchise agreement.~~

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.

for establishing and/or operating a Smash My Trash Business (“**System Standards**”) and information on your other obligations under the Franchise Agreement.

### **Market and Competition**

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

### **Industry Regulations**

Many federal, state and local laws govern the waste and commercial trucking industries. Municipalities, counties, states, and federal agencies may require that you have applicable permits for waste dumping and/or trucking services. These permitting requirements are managed by the county, city, or state in which you operate the Business, in addition to federal agencies. Non-compliance with such requirements can have a material adverse effect on you and the Business. As of ~~April 16~~November 21, 2025, certain states, including New Jersey and others, require permits, licenses and approvals to operate mobile waste businesses. These requirements can change as additional states may adopt laws and/or regulations regarding waste businesses and those states currently doing so may add to or change their existing laws. You should research and consider these and other laws and regulations when evaluating your purchase of a franchise.

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

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

## **Item 2**

### **BUSINESS EXPERIENCE**

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

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

also served as President of Grace Legacy Capital in Indianapolis, Indiana from May 2014 until July 2024. Mr. Haskin is located at our headquarters in Carmel, Indiana.

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

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

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

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

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

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

## **Item 3**

## **LITIGATION**

### **Pending Actions**

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

~~District of Indiana (Indianapolis Division). The motion is currently pending and we and Justin Haskin intend to continue vigorously defending ourselves in this action.~~

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

~~Allied Services, LLC d/b/a Republic Services of Kansas City v. Smash My Trash, LLC, Smash Franchise Partners, LLC, and SMT KC LLC (Case No. 21-CV-00249-SRB). The plaintiff provides recycling and waste services to residential and business customers, including within Kansas City, Missouri. On April 13, 2021, the plaintiff filed a lawsuit in the Western District of Missouri alleging damage to its personal property, interference with its customer base, and false advertising. The plaintiff alleged that SMT KC LLC, our franchisee, had damaged the plaintiff's waste containers by using its trucks to compress waste in its containers. The plaintiff additionally alleged that SMT KC LLC was interfering with the plaintiff's client contracts by causing delays in picking up waste or, in some instances, because the plaintiff's clients cancelled contracts with the plaintiff in order to utilize SMT KC LLC's waste compaction services. Further, the plaintiff alleged that the Smash My Trash website falsely claimed that Smash My Trash could use any third party bin to compact waste. The plaintiff sought an order for the defendants to stop: (a) using the plaintiff's dumpsters and top roll off waste containers for any purpose; (b) soliciting the plaintiff's customers for waste compaction services; and (c) supplying false and misleading information in the State of Missouri. Additionally, the plaintiff sought damages in excess of \$75,000, punitive damages, attorneys' fees, and other costs. The plaintiff filed a Motion for Temporary Restraining Order and Preliminary Injunction on the same date the complaint was filed which, on April 28, 2021, the court denied. On May 16, 2024, the court ruled in our and the other defendants' favors on all of the plaintiff's claims and denied the plaintiff's claims in their entirety. The court also denied all of SMT KC LLC's counterclaims. On June 17, 2024, the plaintiffs filed a notice of appeal to the United States Court of Appeals for the Eighth Circuit. The appeal remains pending and we intend to continue vigorously defending ourselves in this action.~~

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

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

### **Concluded Actions**

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

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

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

### Technology

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

### Initial Training Program

Before you open the Business, we will provide an initial brand standard training program for your ~~Principal Executive (defined in Item 15) and~~ personnel, including your General Manager (defined in Item 15) and your ~~Principal Executive (defined in Item 15)~~, if different from the ~~Principal Executive~~ General Manager (the “**Initial Training Program**”). However, if the Principal Executive has attended and completed the Initial Training Program to our satisfaction under an existing franchise agreement with us, we will not require the Principal Executive to attend the Initial Training Program. ~~At your option, additional personnel for the Business may attend the Initial Training Program.~~ Except as otherwise described below, we provide the Initial Training Program to 3 individuals associated with the Business at no charge. ~~Additional members of the Business staff may participate, but we may charge a fee for each additional participant. We currently charge \$500 per day per each additional staff member. If we determine that you or any of your personnel cannot complete the Initial Training Program to our~~

satisfaction, then we may require you or your personnel to attend additional training programs at your expense for which we may charge fees (currently \$500 per day). Training fees are not refundable under any circumstance.

### Range of Initial Fees

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

## **Item 6**

### **OTHER FEES**

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



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

Column 1 Type of Fee <sup>(1)</sup>	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Custom parts inventory	Our affiliate's costs plus our affiliate's then-current administrative charge (currently, up to 30% of our affiliate's costs but may increase <del>if our affiliate's costs increase</del> <sup>(6)</sup> <u>by up to 10% per year</u> )	As arranged	We may require you to purchase custom parts for your Truck(s) through us or our affiliate. We may charge you an administrative fee for our or our affiliate's services in acquiring and providing such parts to you.
Advertising Cooperative contributions	If established, the amount the cooperative periodically establishes	As the cooperative determines	See Note (5).
Ongoing training fees	Currently none but we may charge a fee in the future; however, the fee will not exceed \$5,000 per attendee (a cap that may increase <u>by up to 5% per year</u> )	As incurred	Payable only if we require additional training courses and we charge a fee for those courses.
National Annual Meeting	Currently \$1,500 per attendee per year, but could increase <del>if our costs</del> <u>up to \$5,000 per attendee (a cap that may increase</u> <sup>(6)</sup> <u>by up to 5% per year)</u>	As incurred	You must send your Principal Executive to attend our National Annual Meeting each year. You are responsible for all of your personnel's travel and lodging costs. You must pay this fee even if your Principal Executive fails to attend the National Annual Meeting.
Regional Annual Meeting	Currently \$500 per attendee per year, but could increase <del>if our costs</del> <u>up to \$2,000 per attendee (a cap that may increase</u> <sup>(6)</sup> <u>by up to 5% per year)</u>	As incurred	You must send your Principal Executive to attend our Regional Annual Meeting each year. You are responsible for all of your and your personnel's travel and lodging costs. You must pay this fee even if your Principal Executive fails to attend the Regional Annual Meeting.
Customer complaint resolution fee	Our expenses	As incurred	We may take any action we deem appropriate to resolve a customer complaint about your Business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Supplier review fees	Our costs	As incurred	Payable only if you ask us to review a new supplier.

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

Column 1 Type of Fee <sup>(1)</sup>	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Audit expenses	Cost of audit, including legal fees and, independent accountants' fees, plus travel expenses and compensation for our employees and representatives	As incurred	Due only if you fail to timely furnish reports or understate Royalty or Brand Fund contributions by 3% or more.
Inspections	Currently \$1,000 plus travel expenses, but could increase <del>if costs</del> <u>up to \$5,000 plus travel expenses (a cap that may increase<sup>(6)</sup> by up to 5% per year)</u>	As incurred	If you fail to satisfy our System Standards in any quality assurance inspection or evaluation, we may charge a reasonable fee for any additional inspections or evaluations.
Customer Services fees	Currently none but we may, upon notice to you, implement certain customer services for the Business and charge you reasonable fees for such services	Monthly	See Note (7 <u>6</u> ).
Non-Compliance Fee	\$500 per notice of violation	As incurred	We may assess a non-compliance fee for violations of the Franchise Agreement and/or the System Standards. We reserve all other rights and remedies.
Equipment Restocking Fee	5% of the fair market value of the equipment	As incurred	If we repurchase any equipment from you, we will subtract 5% of the fair market value from the purchase price as a restocking fee.
Liquidated damages	Average monthly Royalties and Brand Fund contributions that you owed during the 12 months before the month of termination (or the shorter period during which the Business operated) multiplied by 36 or the number of months remaining in the term, whichever is less	As incurred	Covers certain damages due if we terminate the Franchise Agreement before the term expires.

### Explanatory Notes

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

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

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

~~(6) Some fees and payments might vary depending on our (or our affiliate's) costs to provide the applicable products or services or any additional products or services that we (or our affiliate) provide. If those costs increase or we (or our affiliate) offer additional products or services, we will provide you with written notice.~~

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

## Item 7

### ESTIMATED INITIAL INVESTMENT

#### YOUR ESTIMATED INITIAL INVESTMENT

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

States. You may not purchase any used Trucks from any supplier, dealer, distributor, or our or our affiliate's franchisees without our prior written approval.

- (8) The costs to obtain the necessary licenses and permits to operate the Business vary depending on the jurisdiction. In certain jurisdictions with extensive license and permit requirements for waste businesses, the costs could exceed the estimate in the table above.
- (9) This range includes your personnel's estimated costs and expenses for lodging, transportation, and meals while they attend our Initial Training Program. We do not otherwise charge a fee for providing the Initial Training Program to ~~3 individuals associated with the Business or the pre-opening training~~ your personnel or your Principal Executive. As previously noted, additional members of the Business staff may participate in the Initial Training Program, but we may charge a fee for each additional participant. We currently charge \$500 per day per each additional staff member. If we determine that you or any of your personnel cannot complete the Initial Training Program to our satisfaction, then we may require you or your personnel to attend additional training programs at your expense for which we may charge fees (currently \$500 per week). Training fees are not refundable under any circumstance.
- (10) This amount estimates the funds needed to cover initial operating expenses for the Business, including payroll for a staff of 2 individuals (a driver and a salesperson), for a period of 3 months of operation (other than the items identified separately in the table). We relied on our affiliates' and our principals' experience in developing, operating and franchising waste management businesses to prepare the estimate for additional funds and other estimates in this table.
- (11) Neither we nor our affiliates offer financing for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral and the lending policies of financial institutions from which you request a loan.

## **Item 8**

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

#### System Standards

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

We issue and modify our System Standards based on our, our affiliates' and our franchisees' experience in franchising and/or operating Smash My Trash Businesses. We will

fee to us (or our affiliate) under another franchise agreement, you may not be required to pay any ongoing technology fee payments during the Franchise Agreement's term. The technology fee reimburses our costs to provide you Vonigo, HubSpot, G-Suite, truck monitoring and routing software, other software subscriptions, email services, and other technology for your Business. Upon 30 days' written notice to you, we may increase the fee annually by up to 10% each year.

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

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

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

We will have independent, unlimited access to all information and data in your Computer System, including continuous independent access to all Customer Data (defined in Item 14). Apart from your obligation to buy, use, and maintain the Computer System according to our standards and specifications, you have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) the manner in which your Computer System interfaces with our and any third party's computer system; and (3) any and all consequences if the Computer System is not properly operated, maintained, and upgraded. The Computer System permits 24 hours per day, 7 days per week electronic communications between you and us. (Franchise Agreement – Section 2.F)

## **Training**

~~Our~~The current training program that we provide is provided to new franchisees after signing the Franchise Agreement and before opening the Smash My Trash Business includes ~~our~~the formal Initial Training Program. Training classes will primarily be led by Chuck Adams, ~~additional employees of ours or our affiliates, and/or third-party vendors (some of whom may own~~a third-party vendor, Talking Trash Training, LLC ("T3"), and its principal owner, Patrick Kadasz. Mr. Kadasz has over 4 years of experience as an owner of a Smash My Trash Business and/or over 1 year of experience as an owner of a Heavyweight Waste® business). ~~Mr. Kadasz~~Mr. Kadasz also has over 2 years of experience in the franchisee training industry. Chuck Adams will lead

any training that we directly provide. Mr. Adams has over 3 years of experience with us and our affiliates and approximately 4 years of experience in the franchise industry. ~~Our instructors have a minimum of 4 weeks of training at our corporate headquarters in the specific role for which they will be offering training.~~ The instructional materials consist of the Operating Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

### Initial Training Program

~~Your Principal Executive and~~ Approximately 4 weeks before your Business's scheduled opening date, all of your employees (including your General Manager) and your Principal Executive (if different from the Principal ExecutiveGeneral Manager) must attend the Initial Training Program in Phoenix, Arizona and complete the program to our satisfaction at least 2 weeks1 week before opening the Business. However, if the Principal Executive has attended and completed the Initial Training Program to our satisfaction under an existing franchise agreement with us, we will not require the Principal Executive to attend the Initial Training Program. The Initial Training Program may include classroom training; instruction at our headquarters, T3's training facility in Phoenix, Arizona, and/or a Smash My Trash Business designated by us; remote training (including via Internet access) and/or self-study programs. We do not charge any fees for ~~3 people~~your personnel to attend the Initial Training Program, but you must pay for training materials and all travel, living and other expenses that you and your personnel incur during the program. If we decide that you or your personnel cannot complete the Initial Training Program to our satisfaction, we may require you or your personnel to attend additional training programs at your expense and for which we may charge reasonable fees. ~~You also may choose to send additional people to the Initial Training Program (subject to space availability) if you pay \$500 per additional person per day.~~ You and your personnel must complete training to our satisfaction at least 2 weeks1 week before the Business's opening date.

The following table describes our current Initial Training Program:

### **TRAINING PROGRAM**

<b>Column 1 Subject</b>	<b>Column 2 Hours of Classroom Training</b>	<b>Column 3 Hours of On-The-Job Training</b>	<b>Column 4 Location</b>
Establishing the Business <ul style="list-style-type: none"> <li>- Licensing and Permitting</li> <li>- Administrative</li> <li>- Insurance</li> <li>- Banking</li> </ul> Strategy	2	0	Our facility in Carmel, Indiana, <del>or</del> <u>T3's facility in Phoenix, Arizona, or virtual</u>
Developing a Plan <ul style="list-style-type: none"> <li>- Knowing your Territory</li> </ul>	<u>42</u>	0	Our facility in Carmel, Indiana, <del>or</del> <u>T3's facility in</u>



Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-The-Job Training	Column 4 Location
<ul style="list-style-type: none"> <li>- Competitive Review</li> <li>- Market Planning</li> <li>- Business Plan</li> </ul>			<u>Phoenix, Arizona, or virtual</u>
Understanding the Equipment <ul style="list-style-type: none"> <li>- Basics</li> <li>- How to Operate</li> <li>- Technical Details</li> <li>- Safety</li> </ul>	<u>20</u>	<u>46</u>	<del>Our</del> <u>T3's facility in Carmel, Indiana, or virtual Phoenix, Arizona</u>
Marketing and Business Development <ul style="list-style-type: none"> <li>- Brand Standards</li> <li>- Marketing Support</li> <li>- Customized Website</li> <li>- Lead Generation</li> <li>- Deal Management and Conversion Process</li> <li>- Sales Model</li> <li>- Generating Revenues</li> <li>- Strategic Planning</li> </ul>	<u>60</u>	<u>02</u>	<del>Our</del> <u>T3's facility in Carmel, Indiana, or virtual Phoenix, Arizona</u>
Operations and Management <ul style="list-style-type: none"> <li>- Staffing</li> <li>- Logistics</li> <li>- Territory Planning</li> <li>- Delivering Great Service</li> </ul>	<u>42</u>	0	Our facility in Carmel, Indiana, <del>or</del> <u>T3's facility in Phoenix, Arizona, or virtual</u>

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-The-Job Training	Column 4 Location
- Customer Service			
Administrative - Paperwork - Banking - Financial Management - Payroll	<u>21</u>	0	Our facility in Carmel, Indiana, <del>or</del> <u>T3's facility in Phoenix, Arizona, or virtual</u>
Executing Your Plan - Go to Market - Financial Goals - Customer Acquisition Targets	<u>20</u>	<u>46</u>	<del>Our</del> <u>T3's facility in Carmel, Indiana, or virtual Phoenix, Arizona</u>
Infield Training - Operations training - Safety training - Vendor relationships - Service pricing & terms training Prospect sales training & demonstrations	0	<del>16</del> <u>18</u>	<del>Your location, or</del> <u>T3's facility in Carmel, Indiana, or virtual Phoenix, Arizona</u>
<b>TOTALS:</b>	<u>227</u> Hours	<u>2432</u> Hours	

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

### Ongoing Training

During the Franchise Agreement's term, we may require you and/or your personnel, including your Principal Executive and General Manager (if different from the Principal Executive), to attend and satisfactorily complete various ongoing training courses and programs and evaluation programs, including online training, that we choose to provide (or arrange for third party suppliers to provide) periodically at the times and locations we designate. Your personnel whom we periodically specify also must attend any conventions or other programs that

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
STATE OF CALIFORNIA**

**The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner**

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

2. ~~SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.~~Before the franchisor can ask you to materially modify your existing franchise agreement, Section 31125 of the California Corporations Code requires the franchisor to file a material modification application with the Department that includes a disclosure document showing the existing terms and the proposed new terms of your franchise agreement. Once the application is registered, the franchisor must provide you with that disclosure document with an explanation that the changes are voluntary.

3. Our website, ~~<https://smashmytrash.com/>~~[www.smashmytrash.com](http://www.smashmytrash.com), has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of the website may be directed to the California Department of Financial Protection and Innovation at [www.dfpi.ca.gov](http://www.dfpi.ca.gov).

4. The following paragraph is added to the “Special Risks to Consider About This Franchise” page:

**Spousal Liability.** While your spouse need not sign a personal guarantee unless he or she is an owner of the legal entity that is the franchisee, the fact that California is a community-property state means that both your and your spouse’s marital and personal assets, including your house, could be lost if your franchise fails.

5. The following is added at the end of Item 3:

Neither we nor any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. Sections 78a et seq., suspending or expelling such persons from membership in that association or exchange.

6. The following is added to the end of Item 5:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a requirement for us to maintain a surety bond under California Corporations Code section 31113 and 10. C.C.R. section 310.113.5, which

must remain in effect during our registration period. The surety bond is in the amount of \$49,500 with United States Fire Insurance Company and is available for you to recover your damages in the event we do not fulfill our obligations to you to open your franchised business. We will provide you with a copy of the surety bond upon request.

7. The following is added to the “Remarks” column of the line-item entitled “Interest” in Item 6:

The highest interest rate allowed under California law is 10% annually.

8. The following paragraphs are added at the end of Item 17:

California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer, or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, and the law applies, the law will control.

The ~~Franchise Agreement~~franchise agreement contains a covenant not to compete ~~that~~which extends beyond termination of the franchise. ~~This provision might not be enforceable.~~A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California law.Business and Professions Code Section 16600.

The Franchise Agreement requires binding arbitration. The arbitration will occur within 10 miles of the Franchisor’s principal office (currently Carmel, Indiana) at the time that the arbitration demand is filed, before a single arbitrator with the costs being borne as provided in the Franchise Agreement. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of the State of Delaware with certain exceptions. This provision might not be enforceable under California law.

The Franchise Agreement provides for termination upon insolvency. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Section 101 et seq.).

The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of your franchise. California Corporations Code section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The franchise agreement contains provisions shortening the statute of limitations to bring claims and requiring you to waive your right to punitive or exemplary damages against the franchisor, limiting your recovery to actual damages for any claims related to your

franchise. Under California Corporations Code section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

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

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
STATE OF HAWAII**

**THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

1. Item 5 is revised to include the following at the end of the Item:

The initial franchise fee will be deferred until your first Smash My Trash Business is open for business.

2. Item 17 shall be supplemented by the addition of the following language at the end of the Item:

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

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
STATE OF MINNESOTA**

1.     ~~2.~~ Item 5 and Item 7 are amended as follows:

Based upon our financial condition, the Minnesota Commissioner of Commerce has required a financial assurance. Therefore, we have posted a surety bond in the amount of \$247,500. The bond is on file with the Minnesota Department of Commerce Securities Division.

2.     The following language is added to the end of the “Summary” sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer by franchisee**:

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

3.     The following paragraphs are added to the end of Item 17:

For franchises governed by the Minnesota Franchises Law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of the franchise agreement.

Minnesota Statutes, Section 80C.21 and Minn. Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. However, we and you will enforce these provisions in the Agreement to the extent the law allows.

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
STATE OF NEW YORK**

1.     ~~1.~~     The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR ~~SOURCES OF~~ RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ~~THAT ANYTHING IN THE~~ THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND ~~NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005~~ THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS ~~WHICH~~ THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2.     ~~2.~~     The following is to be added to ~~at~~ the end of Item 3:

Except as provided above, ~~with regard to~~ the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, ~~which are~~ that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ~~10-year period~~ ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order



of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debt under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

43. The following is added to the end of the “Summary” sections of Item 17(c), entitled “Requirements for a franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; ~~it being the intent of this proviso intends that the non-waiver provisions of General Business Law Section 687.4~~ Sections 687(4) and 687.5687(5) be satisfied.

4. 5. The following language replaces the “Summary” section of Item 17(d), ~~entitled~~ entitled “Termination by a franchisee”:

“You may terminate the agreement on any grounds available by law.”

6. The following is added to the end of the “Summary” section of Item 17(j), entitled “Assignment of contract by franchisor”:

~~However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.~~

75. The following is added to the end of the “Summary” sections of Item 17(v), ~~entitled~~ entitled “Choice of forum,” and Item 17(w), ~~entitled~~ entitled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or ~~upon~~ the franchisee by Article 33 of the General Business Law of the State of New York.

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

franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts - Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

## STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	<u>August 18, 2025, as amended</u> <i>Pending</i>
Hawaii	<u>May 1, 2025</u> <i>Pending</i>
Illinois	May 7, 2025, <u>as amended</u> <i>Pending</i>
Indiana	April 25, 2025, <u>as amended</u> <i>Pending</i>
Maryland	<u>October 1, 2025, as amended</u> <i>Pending</i>
Michigan	April 16, 2025
Minnesota	May 7, 2025, <u>as amended</u> <i>Pending</i>
New York	<u>September 9, 2025, as amended</u> <i>Pending</i>
North Dakota	April 24, 2025, <u>as amended</u> <i>Pending</i>
Rhode Island	June 21, 2025, <u>as amended</u> <i>Pending</i>
South Dakota	May 7, 2025
Virginia	June 2, 2025, <u>as amended</u> <i>Pending</i>
Washington	<u>September 3, 2025, as amended</u> <i>Pending</i>
Wisconsin	April 21, 2025, <u>as amended</u> <i>Pending</i>

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

## **Item 23**

### **RECEIPT**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Smash Franchise Partners LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an Affiliate in connection with the proposed franchise sale.

New York requires that Smash Franchise Partners LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that Smash Franchise Partners LLC gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Smash Franchise Partners, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is Smash Franchise Partners, LLC, located at 535 W. Carmel Drive, Carmel, Indiana 46032. Its telephone number is (844) 762-7400.

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

The name, principal business address, and telephone number of each franchise seller offering the franchise are as follows: Justin Haskin, whose contact information is 535 W. Carmel Drive, Carmel, Indiana 46032, (844) 762-7400 (applicable in all states); Patrick Kardasz, whose contact information is 17442 E. San Tan Blvd, Queen Creek, Arizona 85142, (480) 372-9005 (not applicable in New York or Washington), and

Smash Franchise Partners, LLC authorizes the respective state agents identified in Exhibit A to receive service of process for us in the particular states.

I received a Franchise Disclosure Document from Smash Franchise Partners, LLC, dated as of April 16, 2025, as amended November 21, 2025, that included the following Exhibits:

- A List of State Agencies/Agents for Service of Process
- B Franchise Agreement
- C Current Form of Release
- D Operations Manual Table of Contents
- E List of Franchisees
- F List of Franchisees Who Have Left the System
- G Financial Statements
- H Additional Disclosures and Riders Required by State Franchise Laws

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prospective Franchisee [Print Name]

(Date, Sign, and Return to Us)

\_\_\_\_\_  
Prospective Franchisee [Signature]

## **Item 23**

### **RECEIPT**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Smash Franchise Partners LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an Affiliate in connection with the proposed franchise sale.

New York requires that Smash Franchise Partners LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that Smash Franchise Partners LLC gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Smash Franchise Partners, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is Smash Franchise Partners, LLC, located at 535 W. Carmel Drive, Carmel, Indiana 46032. Its telephone number is (844) 762-7400.

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

The name, principal business address, and telephone number of each franchise seller offering the franchise are as follows: Justin Haskin, whose contact information is 535 W. Carmel Drive, Carmel, Indiana 46032, (844) 762-7400 (applicable in all states); Patrick Kardasz, whose contact information is 17442 E. San Tan Blvd, Queen Creek, Arizona 85142, (480) 372-9005 (not applicable in New York or Washington), and

Smash Franchise Partners, LLC authorizes the respective state agents identified in Exhibit A to receive service of process for us in the particular states.

I received a Franchise Disclosure Document from Smash Franchise Partners, LLC, dated as of April 16, 2025, as amended November 21, 2025, that included the following Exhibits:

- A List of State Agencies/Agents for Service of Process
- B Franchise Agreement
- C Current Form of Release
- D Operations Manual Table of Contents
- E List of Franchisees
- F List of Franchisees Who Have Left the System
- G Financial Statements
- H Additional Disclosures and Riders Required by State Franchise Laws

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prospective Franchisee [Print Name]

(Date, Sign, and Keep for Your Own Records)

\_\_\_\_\_  
Prospective Franchisee [Signature]