

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.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **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.
4. **Financial Condition.** The franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the franchisor's financial ability to provide services and support to you.
5. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement, even if your spouse has no ownership interest in the franchise. This Guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.

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.

TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
ITEM 2 BUSINESS EXPERIENCE	3
ITEM 3 LITIGATION	4
ITEM 4 BANKRUPTCY	54
ITEM 5 INITIAL FEES	54
ITEM 6 OTHER FEES	65
ITEM 7 ESTIMATED INITIAL INVESTMENT	109
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	1514
ITEM 9 FRANCHISEE’S OBLIGATIONS	17
ITEM 10 FINANCING	20
ITEM 11 FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	2120
ITEM 12 TERRITORY	28
ITEM 13 TRADEMARKS	3231
ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	33
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	3534
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	3635
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	3736
ITEM 18 PUBLIC FIGURES	4443
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	4443
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	5049
ITEM 21 FINANCIAL STATEMENTS	5352
ITEM 22 CONTRACTS	5453
ITEM 23 RECEIPTS	5453

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 Current Franchisees
EXHIBIT C-2	List of Former Franchisees
EXHIBIT D	Financial Statements
EXHIBIT E	State Specific Addenda
EXHIBIT F	Receipts

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.~~ “you” also includes your direct and indirect owners.

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.

Type of Fee	Amount	Due Date	Remarks ^{1,2}
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.
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.

Type of Fee	Amount	Due Date	Remarks ^{1,2}
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 <u>Up to \$1,500 per person</u> (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.
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.

Type of Expenditure	Amount		Method of Payment ¹	When Due	To Whom Payment is Made
Architect, Permits, Engineers, and Licenses ⁴	\$40,000	\$60,000	As arranged	As arranged	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
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	\$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

\$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~~ will depend ~~ing~~ 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. We do not offer financing directly or indirectly for any part of the initial investment.

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

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
Estimated Investment for First Shop ²	\$656,000	\$1,225,750	As arranged	As arranged	Suppliers and Third-Party Suppliers
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~~ 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.

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~~ 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~~ **must design and construct your Shop** 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 **S**ystem **S**tandards; (iv) you obtain and install all required fixtures, equipment, signage, décor, and other assets; (v) you obtain all pre-opening inventory and supplies; (vi) you and your Mandatory Trainees satisfy our training requirements; (vii) you obtain all required insurance policies; and (viii) 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 **S**ystem **S**tandards 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. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund Contributions in that year to cover deficits or invest any surplus for future use. We will not make the financial statements of the Brand Fund available for review by franchisees. We may have the Brand Fund audited annually, at the Brand Fund’s expense, but we are not required to do so. 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 ~~S~~system ~~S~~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 ~~S~~system ~~S~~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 ~~S~~system ~~S~~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 ~~S~~system ~~S~~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~~(currently, 0.25% of Net Sales, subject to increase up to 1% of Net Sales). 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, frequency and schedule of the Initial Training Program, based on availability and the schedules of participants and trainers, training facility availability, and the projected Opening Date for your Shop. 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

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
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 Sstandards, 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 Sstandards, 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 Sstandards. 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 Sstandards, 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 Sstandards, 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;~~
- (1) ~~(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;
- (2) ~~(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;
- (3) ~~(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;

- (4) ~~(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;
- (5) ~~(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
- (6) ~~(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;~~
- (1) ~~(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;
- (2) ~~(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;
- (3) ~~(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;
- (4) ~~(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;
- (5) ~~(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
- (6) ~~(7)~~ engage in all other activities not expressly prohibited by the Franchise Agreement, at any location in the world, including in the Protected Territory.

Mark	Registration Number	Registration Date
	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. [No agreement other than the License Agreement limits our right to use or allow others to use the Confidential Information \(defined below\) or other copyrighted works.](#) 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 S system S 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 S system S 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.
	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

Provision	Section in Agreement	Summary
defaults		not successfully complete the Initial Training Program; abandonment or failure to operate your Shop for more than 3 consecutive days; felony; breach 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 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

Provision	Section in Agreement	Summary
	5.C	
(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 terminated or expires	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 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 in this or in any related agreement, however, is intended to disclaim the representations we made in this Disclosure Document that we furnished to you.
	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 this dDisclosure dDocument 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

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 franchisees but be aware that not all such franchisees will be able to communicate with you.

As of the date of 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.

ATTACHMENT F
TO FRANCHISE AGREEMENT

STATE-SPECIFIC RIDERS

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.

ILLINOIS

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 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 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~~ [set forth in](#) sections 19 and 20 of the Illinois Franchise Disclosure Act.

MARYLAND

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 Section 3.A of the Agreement:

Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by you shall be deferred until we complete our pre-opening obligations under this Agreement.

2. ~~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.

3. ~~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.).

4. ~~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.

5. ~~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.

6. ~~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.

7. ~~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.

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

[Signature Page to Follow]

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~~development agreement are ~~subject to~~set forth in 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 Section 2.A of the Area Development Agreement:](#)

Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by you shall be deferred until we complete our pre-opening obligations under this Agreement. In addition, all development fees and initial payments owed by you shall be deferred until the first franchise under this Agreement opens.

2. ~~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.

3. ~~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.).

4. ~~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.

5. ~~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.

6. ~~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.

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

[Signature Page to Follow]

**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 an Area Development Agreement are ~~subject to~~ set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

MARYLAND

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

Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by you shall be deferred until we complete our pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments owed by you shall be deferred until the first franchise under the Area Development Agreement opens.

2. ~~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.

3. ~~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.

4. ~~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.

5. To the extent required by COMAR 02.02.08.04(B)(2), we will make an accounting of advertising expenditures available upon 90 days' prior written request.

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 Statutes, Section 80C.12, Subd. 1(g).

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

VIRGINIA