

All policies will be written by an insurance company(ies) that is/are licensed in the state in which you are doing business, and that has an A.M. Best rating of “A” or better. Currently, you are not obligated by the terms of the Franchise Agreement to purchase your insurance from any specific provider, although we reserve the right to specify the specific provider that you must use in the future.

All general liability insurance policies will name us, BELFOR Franchise Group, LLC, BELFOR USA Group Inc., and our designated affiliates, employees, officers and directors (the “Indemnified Parties”) as additional insureds, and will contain no provision which in any way limits or reduces coverage for you if a claim is made by any one or more of the Indemnified Parties, and will extend to and provide indemnity for all obligations assumed by you and all items for which you are required to indemnify us, will be primary to and without right of contribution from any other insurance purchased by the Indemnified Parties, and will provide, by endorsement, that we receive at least 30 days’ notice of any intent to cancel or materially alter any policy.

At least ten (10) days before attending Training, commencing the operation of the COOL BINZ Business, whenever a change is made to your policy, and before expiration of any insurance coverage, you must have your insurance provider send us a copy or certificate or other acceptable proof of such insurance.

Approval of Alternative Suppliers

In the event you wish to purchase an unapproved item, including Portable Equipment, inventory, and/or acquire approved items from an unapproved supplier, you must provide us a proof of the materials you wish to order to us and a written request for approval. We will notify you in writing of our approval or disapproval within ten days of receipt of the materials and your written request. If you do not receive approval within ten days, you should consider the materials disapproved. All materials must meet the quality of our current suppliers, and correctly bear the Marks. Approval of a supplier may be conditioned on requirements relating to product quality, production and delivery capabilities, ability to meet our supply commitments and financial stability. Standards and specifications are updated periodically at our sole determination and are made available to you in our Manuals, other publications, and on our web site. You must reimburse us our actual costs and expenses if you request that we approve an alternative supplier, regardless of if we subsequently approve your request.

Revenues from Franchisee Purchases

In the fiscal year ending December 31, 2024, we ~~and our affiliates~~ derived \$821,158.63, which represents 91.85% of our total revenue \$894,004.00 ~~revenue~~ from required purchases and leases, based on our internal financial statements. Our affiliates, BHI, CDI, and Wilmar made \$184,680.00, \$113,000.63, and \$5,400.00 respectively from franchisee purchases, based on their 2024 internal financial statements. No designated suppliers make payments to the franchisor based on franchisee purchases at this time.

We estimate that the cost of the items purchased according to our specifications will be approximately 75% to 85% of the overall purchases in establishing the business and approximately 10% to 15% of the total purchases during the operation of the business.

We reserve the right to mark up and earn a profit from the products purchased from us, our affiliates, or our suppliers.

Cooperatives

by the Franchise Agreement. The Designated Manager is not required to have an ownership interest in the COOL BINZ Business. The Managing Owner or, if applicable, the Designated Manager must continuously exert her/his full-time best efforts to manage, promote and enhance the COOL BINZ Business, and such other COOL BINZ Businesses as we permit in our sole discretion. Without our prior written permission, the Managing Owner and, if applicable, the Designated Manager, must not engage in any other business or activity that conflicts with their obligations to operate the COOL BINZ Business on a full-time, year round basis. In the case of multiple owners, the owner with day-to-day responsibility and authority to run the COOL BINZ Business and with whom we will communicate shall be identified on the signature line as the first Managing Owner.

Before commencing operation of the COOL BINZ Business, you must employ at least one person who has completed the Initial Training. At all times during the term of the Franchise Agreement, you must have employed at the COOL BINZ Business a person who has completed the Initial Training.

Before attending the Initial Training and/or upon any change to the legal entity ownership, you must submit to us a corporate resolution, or similar action, which states the name of the corporation or LLC, the legal names of all of the partners or shareholders, the percentage of ownership that each member controls, their place of residence and their agreement to be bound by the terms of the Franchise Agreement. In the case of multiple owners, you must submit a dispute resolution procedure acceptable to us in our sole discretion that states what you will do in the event that there is a conflict between any owners of the franchisee entity. In addition, at all times, the owners who have executed the Franchise Agreement must control ~~100~~67% of the franchisee entity. The remaining owners must sign a written confidentiality and non-compete agreement in the form we prescribe. All owners and their spouses are required to sign the personal Guaranty Agreement, which includes the same confidentiality and non-competition covenants as the Franchise Agreement.

At the start of their employment, you must require, as consideration for employment, each of your Managing Owner, Designated Managers, sales and/or account management employees to sign non-disclosure and confidentiality agreements that we have specified or approved. Such agreements will prohibit disclosure, by the employee to any other person or legal entity, of any trade secrets, customer lists, or other information, knowledge, or know-how regarding the System or the operation of the COOL BINZ Business, which is deemed confidential and/or proprietary by us. Such employee non-disclosure and confidentiality agreements will, to the fullest extent permitted by applicable law, prevent employees from servicing or soliciting any of the customers of your Business, except in their capacities as employees of the COOL BINZ Business. We may require you to send us a copy of such agreements once fully signed.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and provide only and all of the Services that we periodically require for COOL BINZ franchisees in the manner that we prescribe, and you may only provide the Services that we have authorized. You may not market or perform any other services, except the Services, without our express, prior written approval. There are no limits on our right to periodically change required and/or authorized services and service categories, and we may do so at our discretion. Other than the advertising and territorial restrictions (See Item 12), we do not restrict the types of customers that you may service through your COOL BINZ Business. You may not provide

We do not use any public figures to promote our franchise. You have no right to use the name of any public figure for promotional efforts, advertising, or endorsements, except with our prior written consent. No public figure has any investment in the franchise.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

The below chart contains historical rental information from January 1, 2024 to December 31, 2024 (the “Measurement Period”), achieved by our affiliated-owned location, which has been in operation for more than 12 months, and was the only unit open during the entirety of the Measurement Period. Our franchisee opened during 2024, and thus we do not have a full year of data for its locations. We have also included a list of rates charged by our affiliate-owned location during the Measurement Period for bin rental. The Standard Rates below are charged per month. You will be permitted to establish your own pricing, but may use these rates as a guideline. This information is unaudited.

Average Months Rented	7.8 months/ 68% of the year
Average Rental Rate	\$502.80

Standard Rate for Bins	Per Month
8x16 Climate Controlled Bin	\$469.99
8x20 Climate Controlled Bin	\$569.99
8x16 Non-Climate Controlled Bin	\$329.99
8x20 Non-Climate Controlled Bin	\$429.99
8x16 Mobile Office	\$579.99
8x20 Mobile Office	\$679.99
Refrigerated Bin	\$1,899.99
Freezer Bin	\$1,899.99
Park & Plug Service	\$86.99

1. The “Average Months Rented” was calculated from the months each Bin was rented by customers in 2024, divided by 12 for all bins owned for the full 12 months. The percentage was calculated from a sum of all Bins’ total rental time in 2024, divided by the available number of months.

2. The “Average Rental Rate” was calculated from each Bins’ average rental rate in 2024. The highest average rental rate was \$1,899.00 and the lowest average rental rate was \$150.00. The median is \$414.00. Each “rental” is typically for a month time period but may vary.

Some outlets have earned this much. Your individual results may differ. There is no assurance that you’ll earn as much.

Written substantiation for the financial performance representation will be made available to prospective franchisees upon reasonable request.

Other than the foregoing, we do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting franchisor’s management at 5405 Data Court, Ann Arbor, MI 48108, 734-864-9799, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

TABLE NUMBER 1

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

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	3	+3
Company Owned	2022	1	1	0
	2023	1	1 13	0 +20
	2024	1 31	1 13	0 10
Totals	2022	1	1	0
	2023	1	1 13	0 +2
	2024	1 13	1 46	0 +33

TABLE NUMBER 2

**Transfers of Outlets from Franchisees to New Owners
(other than to Franchisor)
For Years 2022 to 2024**

State	Year	Number of Transfers
Totals	2022	0
	2023	0
	2024	0

TABLE NUMBER 3

**Status of Franchised Outlets
For Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Georgia	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
Totals	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3

TABLE NUMBER 4

**Status of company-owned outlets
For Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Florida*	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Totals	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	3
	2024	3	0	0	0	0	3

*This outlet was owned and operated by our predecessor until 2022 and now is operated by our affiliate.

TABLE NUMBER 5

Projected Openings as of December 31, 2024

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	3	0
Arkansas	0	2	0
Florida	0	5	0
Louisiana	0	2	0
Michigan	0	2	0
Nevada	0	3	0
North Carolina	0	2	0
South Dakota	0	1	0
Texas	0	2	0
Total	0	<u>22</u>0	0

Exhibit E to this Disclosure Document includes the names, addresses and telephone numbers of all franchise owners as of December 31, 2024. Exhibit F includes the name, city and state, and the current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement between January 1, 2024 and December 31, 2024, or who has not communicated with us within ten weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, there have been no agreements with franchisees that include provisions restricting their ability to speak openly about their experience with us.

Exhibit G-1 lists, to the extent known, the names, addresses, telephone numbers, email addresses and web addresses of each trademark-specific franchisee organization associated with the franchise system that we have created, sponsored or endorsed. Exhibit G-2 lists the independent franchisee organizations that have asked to be included in this Disclosure Document. As of the

date of this issuance, there are no organizations that have asked to be included in this Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS

Exhibit B contains the consolidated, audited financial statements of our affiliate, BFG Holdco, Inc., as of December 31, 2024, 2023, and 2022. BFG Holdco guarantees our obligations to you. The franchisor has not been in business for three full years, and thus cannot provide the requisite financial statements.

ITEM 22: CONTRACTS

The following contracts are exhibits within this Disclosure Document:

Exhibit A: Form of Agreements:

- A-1 - Franchise Agreement and Addenda
- A-2 - Confidentiality / Non-Disclosure Agreement
- A-3 - General Release(s) – Upon Renewal or Assignment
- A-4 – Equipment Sales and Security Agreement
- A-5 – Promissory Note

Exhibit D: State-Specific Addenda

Exhibit H: Disclosure Acknowledgement Questionnaire

ITEM 23: RECEIPTS

The final pages of this Disclosure Document (Exhibit K of the Disclosure Document) are detachable receipt pages acknowledging your receipt of the Disclosure Document. If these pages, or any other pages or exhibits are missing from your copy, please notify us immediately. You should sign both copies of the receipt. You should retain one signed copy for your records and return the other signed copy to: Franchise Development, 5405 Data Court, Ann Arbor, MI 48108 or via email at legal@belfrangroup.com.

independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law;” and,

“You acknowledge that you have not received any express or implied representations or warranties regarding the sales, earnings, income, profits, gross revenues, business or financial success, value of the franchise, provided by us or our representatives or any other matters pertaining to the franchise from us or any of our officers, employees or agents that were not contained in this Agreement or the Franchise Disclosure Document received by you (hereinafter “Representations”). You further acknowledge that if you had received any such Representations, you would not have executed this Agreement, and you would have: (a) promptly notified us in writing of the person or persons making such Representations; and (b) provided to us a specific written statement detailing the Representations made.”

17. YOUR AFFIRMATIONS. The following language shall be deleted in its entirety:

“We have not made, nor have you relied on, any representation as to the past or future sales, volume or potential profitability, earnings or income of the COOL BINZ Business, or any other COOL BINZ Business, other than the information provided in our franchise disclosure document;” and,

“You are not relying on any representation or statement that we have made, regarding the anticipated income, earnings and growth of COOL BINZ outlets, the System, or the viability of the COOL BINZ franchise opportunity.”

18. REPRESENTATIONS. The following language shall be deleted in its entirety:

“YOU ACKNOWLEDGE THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY US OR ON OUR BEHALF THAT HAVE LED YOU TO ENTER INTO THIS AGREEMENT;” and,

“YOU FURTHER UNDERSTAND THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT WE HAVE MADE NO REPRESENTATION THAT YOU WILL DO AS WELL AS ANY OTHER FRANCHISEE.”

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 in connection with the franchise.

The State Cover Page of the FDD shall be amended to include the following risk factor:

7. **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.

ADDENDUM TO THE FRANCHISE AGREEMENT FOR USE IN ILLINOIS

This is a Rider to the Franchise Agreement, which is being executed concurrently with the Franchise Agreement, between Franchisor and Franchisee.

Notwithstanding anything to the contrary in the Franchise Agreement, in the event of a conflict between the terms of this Rider and the terms of the Franchise Agreement, the terms of this Rider shall control and supersede the Franchise Agreement. Any terms not defined herein shall have the same meanings as in the Franchise Agreement and any references to sections and paragraphs refer to the sections and paragraphs of the Franchise Agreement unless stated otherwise.

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, (Ill. Comp. Stat. §§ 705/1 to 705/44), the parties to the Cool Binz International, LLC Franchise Agreement (the “Agreement”) agree as follows:

1. Dispute Resolution Procedures

Section 15.F. entitled “Dispute Resolution Procedures” is superseded and replaced by the following:

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

3. Choice of Law

Section 15.H. entitled “Choice of Law” is superseded and replaced by the following:

Except to the extent governed the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 ET SEQ.) or Federal Law, this Agreement, the Franchise and all claims arising from the relationship between us and you will be governed by the laws of the State of Illinois.

5. Illinois Franchise Disclosure Act

a. The following language is added to Section 15.M. of the Agreement:

15.M. Illinois Franchise Disclosure Act. Section 41 of the Illinois Franchise Disclosure Act states 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 law of the State of Illinois is void.”

b. Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

c. Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, and the compensation requirements thereunder.

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

~~7. Financial Assurance~~

~~Due to our financial condition, the Administrator has ordered us to assure our financial capability by implementing a financial assurance. We have posted a surety bond in the amount of \$59,900 with the Office of the Illinois Attorney General.~~

78. National Accounts. National Accounts exist within this franchise system. “National Accounts” are businesses that operate in multiple locations. The Franchisor only negotiated and enters into agreements with National Accounts. You may be offered the opportunity to service a National Account. If you decline or are otherwise unable to service the account, the Franchisor, an affiliate, or another franchisee may provide the service with no compensation to you (even if the service is provided within your Territory).

FRANCHISOR:

FRANCHISEE:

COOL BINZ INTERNATIONAL, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THIS AGREEMENT, WITH ALL BLANKS COMPLETED AND WITH ANY AMENDMENTS AND EXHIBITS, AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO EXECUTION OF THIS AGREEMENT. IN ADDITION, THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF OUR FRANCHISE DISCLOSURE DOCUMENT AT LEAST 14 CALENDAR DAYS PRIOR TO THE EXECUTION OF THIS AGREEMENT OR YOUR PAYMENT OF ANY MONIES TO US, REFUNDABLE OR OTHERWISE.

YOU ACKNOWLEDGE THAT WE HAVE RECOMMENDED, AND THAT YOU HAVE HAD THE OPPORTUNITY TO OBTAIN, REVIEW THIS AGREEMENT AND OUR FRANCHISE DISCLOSURE DOCUMENT BY YOUR LAWYER, ACCOUNTANT OR OTHER BUSINESS ADVISOR PRIOR TO EXECUTION HEREOF.

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

The State Cover Page of the FDD shall be amended to include the following risk factor:

7. **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.

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

In all other respects, the terms and conditions contained in your Franchise Agreement, and any previous Addendums to your Franchise Agreement, remain in effect.

FRANCHISOR:

FRANCHISEE:

COOL BINZ INTERNATIONAL, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PURSUANT TO MINN. STAT. 80C.21 AND MINN. RULE 2860.4400J, the Franchisor is prohibited from (i) requiring litigation to be conducted outside Minnesota; (ii) requiring waiver of a jury trial; and (iii) requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. Nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (i) any of the franchisee's rights as provided for in Minnesota Franchise Act or (ii) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Injunctive Relief. The franchisee cannot be required to consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400(J). A court will determine if a bond is required.

NSF Fees. Item 6 and Section 2.E of the Franchise Agreement are amended to state: Pursuant to Minnesota Statute 604.113, the NSF Fees are capped at \$30 per incident.

Standard of Conduct. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

Financial Assurance.

The State Cover Page of the FDD shall be amended to include the following risk factor:

7. **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.

Based upon our financial condition, the Department has required that we provide financial assurance of our ability to perform our obligations to you. We have obtained a surety bond in the amount of \$59,900, which is on file with the Department and a copy of which will be provided to you upon request.

Agreements/Releases. The following language is added to Section 11.C.:

1. Provided; however, that such general releases do not apply to the extent prohibited by applicable law with respect to claims which arise under Minn. Rule 2860.4400D. Minn. Rule 2860.4400D. prohibits us from requiring you to assent to a general release that would relieve any person from liability imposed by Minnesota Statutes, Chapter 80C.

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 in connection with this franchise.

lost profits) against us arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, that your recovery is limited to actual damages.”

“You and we irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of us.”

7. LIQUIDATED DAMAGES.

Notwithstanding Item 17(i) of the Franchise Disclosure Document or Section 12.D of the Franchise Agreement, you are not required to consent to termination or liquidated damages and any such language is hereby deleted from the Franchise Agreement and Franchise Disclosure Document.

8. LIMITATIONS OF CLAIMS.

Section 15.K. of the Franchise Agreement is amended by adding the following:

“The time limitations set forth in this subsection might be modified by the North Dakota Franchise Investment Law.”

In all other respects, the terms and conditions contained in your Franchise Agreement, and any previous Addendums to your Franchise Agreement, remain in effect.

9. RECOVERY OF FEES. Section 15.C of the Franchise Agreement shall be amended to state that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.

10. DISCLOSURE QUESTIONNAIRE. 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 in connection with the franchise.

11. FINANCIAL ASSURANCE.

The State Cover Page of the FDD shall be amended to include the following risk factor:

7. **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.

Based on our financial statements, the North Dakota Securities Division has required us to assure our financial capability to you. We have posted a surety bond in the amount of \$59,900 with the Division, a copy of which will be provided to you upon request.

VIRGINIA STATE ADDENDA TO THE FRANCHISE AGREEMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Cool Binz International, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

The State Cover Page of the FDD shall be amended to include the following risk factor:

7. **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.

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

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.

FRANCHISOR

FRANCHISEE

COOL BINZ INTERNATIONAL, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

WASHINGTON STATE ADDENDA TO THE FRANCHISE AGREEMENT, FRANCHISE DISCLOSURE DOCUMENT, DISCLOSURE ACKNOWLEDGEMENT QUESTIONNAIRE AND OTHER RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. Questionnaires and Acknowledgments. 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.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

~~This is a Rider to the Franchise Agreement which is being executed concurrently with this rider, between Franchisor and Franchisee.~~

~~2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.~~

~~3. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. Item 17(o), Section 13.B.13 of the Franchise Agreement, and the Equipment Sales and Security Agreement in Exhibit A 4 to the FDD are modified to be consistent with RCW 19.100.180, including that the franchisor is required to purchase certain assets at fair market value (including goodwill in certain instances), at the time of expiration or termination of the franchise, offset by any amounts owed by the franchisee to the franchisor.~~

~~4. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.~~

~~5. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or~~

~~limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable. Accordingly, Items 17(e) and Item 17(m) of the FDD, and required by Sections 10.B.8 and 11.C of the Franchise Agreement, does not apply to claims arising under the Franchise Investment Protection Act, chapter 19.100 RCW, or any rules or order adopted thereunder, in accordance with RCW 19.100.220(2).~~

~~6. — Transfer fees are collectable only to the extent that they compensate the franchisor for expenses directly incurred as a result of transfer.~~

~~7. — Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.~~

~~8. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.~~

19. The State Cover Page of the FDD shall be amended to include the following risk factor:

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.

~~1. — Section 1.F. of the Franchise Agreement shall be amended to state: “In the event a national account is offered to the franchisee for less than what the franchisor is being paid for the job by the third party, the franchisor will disclose to the franchisee the amount it is being paid for the job by the third party.”~~

20.

21. Section 2.K of the Franchise Agreement shall not waive any liability that may arise under the Franchise Investment Protection Act of Washington.

~~9. —~~

~~10.22. — Section 2.I of the Franchise Agreement shall be modified to remove the following statement: “We shall have the right to modify the provisions of this Section.”~~

~~11. — Section 2.J. of the Franchise Agreement is modified to state that the Administrative Fee is \$500 per transaction in 2024.~~

~~12. — Section 10.B.8 of the Franchise Agreement is modified to state that the Transfer Fee is \$9,900 if transferred to a new franchisee, or \$3,000 if transferred to a current franchisee, in the year 2024.~~

~~13. — Section 10.B.11 and Section 11.C of the Franchise Agreement are amended to state that signing a general release does not apply as a condition of transfer.~~

~~14. — Section 11.D. of the Franchise Agreement is modified to state that the Renewal Fee is \$5,990 in 2024.~~

~~15. — Section 11C of the Franchise Agreement is modified to state that signing a general release is not a condition to renewal.~~

~~16.23.~~ Section 12.D of the Franchise Agreement is modified to reduce the liquidated damages standard from thirty-six (36) months to twenty-four (24) months of royalties. Any waiver or acknowledgement by franchisee that this calculation is reasonable does not apply to claims brought under the Act.

~~17.24.~~ Section 13.D.3 of the Franchise Agreement and Section III.2.c of the Personal Guaranty and Guaranty of Spouses is amended to state that the post-termination covenants against competition shall be modified to 25 miles.

~~18. — Section 14.C of the Franchise Agreement shall be modified to state that a franchisee will not indemnify Franchisor, or any Indemnified Parties for acts of the Franchisor or Indemnified Party that constitute negligence, strict liability, willful misconduct, and fraud. Franchisee is not required to indemnify the Franchisor or its affiliates if the franchisee is determined to be an employee, or if the Franchisor is determined to be a joint employer, due to the franchisee's compliance with the Franchisor's system standards and use of the employee manual and other employee documents.~~

~~19.25.~~ Section 14.D of the Franchise Agreement does not apply to Washington franchisees.

~~20. — Section 15.C of the Franchise Agreement is amended to state that Franchisee only agrees to reimburse Franchisor for all reasonable attorneys' fees and other expenses incurred if the Franchisor is the prevailing party in a lawsuit or arbitration.~~

~~21.26.~~ Section 15.I of the Franchise Agreement, Section IV. 9 of the Personal Guaranty, and Section 8 of the Franchise Management Software License Agreement are amended to state that the waiver of punitive, exemplary, incidental, indirect, special or consequential damages do not apply to Washington franchises.

~~22.27.~~ Section 15.K of the Franchise Agreement, Section IV.10 of the Personal Guaranty, and Section 8 of the Franchise Management Software License Agreement do not apply to Washington franchisees.

~~23.28.~~ The following sections shall be deleted in their entirety, and do not apply to Washington franchisees:

- a. Section 15L: the second and third sentences, and the second paragraph;
- b. Section 17: the second and fourth affirmations;
- c. Section 18: the first paragraph;
- d. Section 16 of Exhibit D, Personal Guaranty and Guaranty of Spouses
- e. Questions 5-9 of Exhibit H, the Disclosure Acknowledgement Questionnaire

~~24. The General Release is amended to state that it does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.~~

25.29. Based upon our financial condition, the Department has required that we provide financial assurance of our ability to perform our obligations to you. We have obtained a surety bond in the amount of \$100,000, which is on file with the Department and a copy of which will be provided to you upon request.

~~26. 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 in connection with the franchise.~~

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

FRANCHISEE

COOL BINZ INTERNATIONAL, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT B
TO THE DISCLOSURE DOCUMENT**

CONSOLIDATED FINANCIAL STATEMENTS

c. The states, if any, which have refused, by order or otherwise, to register these franchises: None.

d. The states, if any, which have revoked or suspended the right to offer these franchises: None

e. The states, if any, in which proposed registration of these franchises has been withdrawn: None

2. 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 in connection with the franchise.

ADDITIONAL DISCLOSURES FOR THE STATE OF ILLINOIS.

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/1 et. seq., the Franchise Disclosure Document, in connection with the offer and sale of franchises for use in the State of Illinois, shall be amended to include the following:

Illinois law governs the agreements between the parties to this franchise.

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

~~Due to our financial condition, the Administrator has ordered us to assure our financial capability by implementing a financial assurance. We have posted a surety bond in the amount of \$59,900 with the Office of the Illinois Attorney General.~~

National Accounts exist within this franchise system. “National Accounts” are businesses that operate in multiple locations. The Franchisor only negotiated and enters into agreements with National Accounts. You may be offered the opportunity to service a National Account. If you decline or are otherwise unable to service the account, the Franchisor, an affiliate, or another franchisee may provide the service with no compensation to you (even if the service is provided within your Territory).

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, and the compensation requirements thereunder.

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)

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

ADDITIONAL DISCLOSURES FOR THE STATE OF RHODE ISLAND

The following is added to the Cover Page of the Disclosure Document:

EVEN THOUGH THE FRANCHISE AGREEMENT PROVIDES THAT “HOME STATE” LAW APPLIES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE. PLEASE REFER TO ANY STATE-SPECIFIC ADDENDUM THAT MAY BE ATTACHED TO THE OFFERING FOR DETAILS.

Rhode Island Addendum and Item 17 should state: 19-28.1-14, of the Rhode Island Franchise Investment Act provides that “A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

ADDITIONAL DISCLOSURES FOR THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Cool Binz International, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 17.h.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

The following statements are added to Item 5 and Item 21 of the Franchise Disclosure Document: “The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.”

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.

~~**ADDITIONAL DISCLOSURES FOR THE STATE OF WASHINGTON**~~

~~1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.~~

~~2. RCW 19.100.180 may supersede the Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise.~~

~~3. Item 6 of the FDD shall be amended to state: “The Technology Fee, Software Fee, Transfer Fee, Broker Fee—Resale, Renewal Term Fee, Late Report Fee, Late Payment Fee, Administrative Fee, Collection Fee, Management Fee, Non Sufficient Funds (NSF) Fee, Convention Non Attendance Fee, and Non Compliance Fee may increase during the Term of the Franchise Agreement. The formula for increasing such fees will be the actual cost of the product or service to Franchisor, plus up to 10% of the fee at the time of execution, each year of the Term. For the avoidance of doubt, if the fee at the time of execution is \$500.00, then the increase in year 2 could be up to the actual cost to Franchisor, plus \$100.00.”~~

~~4. Item 17(c) of the FDD is amended to state: “Signing a general release is not a condition to renewal” and Item 17(m) of the FDD is amended to state: “Signing a general release is not a condition to transfer.”~~

~~5. Item 17(r) of the FDD is amended to state that the post termination covenants against competition shall be modified to 25 miles.~~

~~6. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.~~

~~7. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.~~

~~8. Transfer fees are collectable to the extent that they reflect the Franchisor’s reasonable estimated or actual costs in effecting a transfer.~~

~~9. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any~~

~~provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.~~

~~10. — The following shall be added to the Risk Factors page of the FDD:~~

~~**“Use of Franchise Brokers.** The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor’s current and former franchisees to ask them about their experience with the franchisor.”~~

~~11. — 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 in connection with the franchise.~~

**EXHIBIT H
TO THE DISCLOSURE DOCUMENT**

DISCLOSURE ACKNOWLEDGEMENT QUESTIONNAIRE

NOTICE FOR PROSPECTIVE FRANCHISEES WHO RESIDE IN, OR WHO INTEND TO OPERATE THE FRANCHISED BUSINESS IN THE STATES OF CALIFORNIA, HAWAII, MARYLAND, AND WASHINGTON: DO NOT COMPLETE THIS QUESTIONNAIRE OR TO RESPOND TO ANY OF THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE.

As you know, Cool Binz International, LLC and you are preparing to enter into a Franchise Agreement for the operation of a COOL BINZ franchise. Please review each of the following questions carefully and provide honest responses to each question.

1. Have you received the Cool Binz International, LLC Franchise Disclosure Document and each exhibit we provided to you?
Yes or No _____
2. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
Yes or No _____
3. Have you discussed operating a COOL BINZ franchise with an attorney, accountant or other professional advisor?
Yes or No _____
4. Do you understand the success or failure of your franchise will depend on many factors including your skills and abilities, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?
Yes or No _____
5. Has any employee or other person speaking on behalf of Cool Binz International, LLC made any statement or promise regarding the amount of money you may earn in operating the COOL BINZ franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
Yes or No _____
6. Has any employee or other person speaking on behalf of Cool Binz International, LLC made any statement or promise concerning the total amount of revenue the COOL BINZ franchise will generate that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
Yes or No _____
7. Has any employee or other person speaking on behalf of Cool Binz International, LLC made any statement or promise regarding the costs involved in operating the COOL BINZ franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
Yes or No _____

**EXHIBIT J
TO THE DISCLOSURE DOCUMENT**

STATE EFFECTIVE DATES PAGE

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

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
CALIFORNIA	Pending
HAWAII	Pending
ILLINOIS	<u>March 31, 2025</u> Pending
INDIANA	<u>April 11, 2025</u> Pending
MARYLAND	Pending
MICHIGAN	Effective
MINNESOTA	Pending
NEW YORK	Pending
NORTH DAKOTA	<u>March 31, 2025</u> Pending
RHODE ISLAND	<u>April 20, 2025</u> Pending
SOUTH DAKOTA	<u>March 28, 2025</u> Pending
VIRGINIA	<u>April 1, 2025</u> Pending
WASHINGTON	Pending
WISCONSIN	<u>March 28, 2025</u> Pending

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

**RECEIPT
(YOUR COPY)**

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

If Cool Binz International, LLC (“Franchisor”) offers you a franchise, Franchisor must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement or make a payment to us or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If COOL BINZ does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate State agency Identified in Exhibit E.

Issuance Date: March 28, 2025

Franchisor authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received a Franchise Disclosure Document dated March 28, 2025 that included the following Exhibits:

- | | |
|---|--|
| A – Form of Agreements | E – List of Franchisees |
| A-1 - Franchise Agreement and Addenda | F – List of Former Franchisees |
| A-2 - Confidentiality / Non-Disclosure Agreement | G – 1 – Franchise Organizations |
| A-3 - General Release(s) – Upon Renewal or Assignment | G – 2 – Independent Franchisee Associations |
| B – Financial Statements | H – Disclosure Acknowledgement Questionnaire |
| C – State Administrators/ Agents for Service of Process | I – Operations Manual Table of Contents |
| D – State Addenda to the Disclosure Document | J - State Effective Dates Page |
| | K - Receipts |

The franchise seller is Cool Binz International, LLC, 5405 Data Court, Ann Arbor, MI 48108, (734) 864-9799. Any additional individual franchise sellers involved in offering the COOL BINZ franchises are:

() Stephan Taub () Doug Smith () Michael Reddy () Ernie Paladino, () Jeff Yosha Other
All located at 5405 Data Court, Ann Arbor, MI 48108.

Date Received: _____

_____ Signature of Prospective Franchisee	_____ Print Name
	_____ Entity Name (if applicable)
_____ Signature of Prospective Franchisee	_____ Print Name
	_____ Entity Name (if applicable)

You should return one copy of the signed receipt by signing, dating, and emailing it to us at legal@belfrangroup.com, or mailing it to us at 5405 Data Court, Ann Arbor, MI 48108 attention Legal and Franchise Administration. You may keep the second copy for your records.