

FRANCHISE DISCLOSURE DOCUMENT

MELTwich USA, Inc.
A Delaware Corporation
2200 NE 26th Street, Unit WC,
Fort Lauderdale, Florida 33305
289-913-6496
Franchise@meltwichfoodco.com
meltwichfoodco.com



You will operate a business engaged in selling various specialty grilled cheese products, poutine products, beverages, and associated merchandise under the MELTwich trademarks. The total investment necessary to begin operation of a MELTwich food court outlet ranges from \$263,750 to \$523,400, which includes \$231,000 to \$450,000 that must be paid to us or an affiliate if you purchase our turnkey package, or includes \$45,000 that must be paid to us or an affiliate if you do not purchase our turnkey package. The total investment necessary to begin operation of a MELTwich fast casual outlet ranges from \$338,750 to \$753,400, which includes \$306,000 to \$680,000 that must be paid to us or an affiliate if you purchase our turnkey package, or includes \$45,000 that must be paid to us or an affiliate if you do not purchase our turnkey package. The total investment necessary to begin operation of a MELTwich hybrid outlet ranges from \$442,000 to \$1,556,000, which includes \$407,500 to \$985,000 that must be paid to us or an affiliate. The total investment necessary to begin the operation of a MELTwich franchise multi-unit development business ranges from \$324,750 to \$728,400 for a required minimum of 3 MELTwich outlets to be developed, which includes \$291,000 to \$655,000 that must be paid to us or an affiliate.

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

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

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

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

Issuance Date: April 29, 2024

DISCLOSURES REQUIRED BY ~~GEORGIA LAW~~NORTH CAROLINA

The State of ~~Georgia~~North Carolina has not reviewed and does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

If the seller fails to deliver the product(s), equipment or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.

DISCLOSURES REQUIRED BY GEORGIA LAW

The State of Georgia has not reviewed and does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

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

To simplify the language in this disclosure document, the terms “Franchisor”, or “we” or “us” means MELtwich USA, Inc., the Franchisor. The terms “we”, “us” and “Franchisor” do not include you, the “Franchisee”. We refer to the purchaser(s) of a MELtwich franchise, as “you” or “Franchisee”, whether an individual, a partnership, corporation, or limited liability company. If you are a corporation, partnership or other entity, our Franchise Agreement also will apply to your owners, officers and directors. If you are married and your spouse is not a partner in the franchise business, certain provisions of our Franchise Agreement will also apply to that spouse.

We were formed as a corporation in the State of Delaware on August 17, 2022. Our principal business address is 2200 NE 26th Street, Unit WC, Fort Lauderdale, Florida 33305 and our telephone number is 289-275-4158. We do business under our company name, “MELtwich” and its associated logos and designs (the “Marks”). We have registered our principal service marks on Principal Register of the United States Patent and Trademark Office. We do not own or operate any businesses of the type you will be operating. We have not offered franchises in any other line of business. We only offer franchises which operate under the “MELtwich” Mark. We began offering franchises in October 2022.

The principal business addresses of our agents for service of process are shown on Exhibit A.

Our Parents, Predecessors and Affiliates:

We are wholly owned by our parent company, 1000286511 Ontario, Inc., an Ontario, Canada corporation, formed on August 16, 2022. Its principal business address is 1 Staveband Road North, Suite 200, Mississauga, Ontario L5G 2T3.

Our predecessor is MELtwich America, Inc., a Delaware corporation formed on August 3, 2020. Its principal business address was 2200 NE 26th Street, Unit WC, Fort Lauderdale, Florida 33305. MELtwich America, Inc., offered franchises for MELtwich outlets and area representative businesses from July 2021 until we assumed its franchise agreements and area representative agreements in September 2022. MELtwich America, Inc. has not offered franchises in any other lines of business previously.

We have an affiliated company, MELtwich Hospitality Group Inc., an Ontario, Canada corporation with a principal business address of 1 Stavebank Road North, Suite 200, Mississauga, Ontario, Canada L5G 2T3. MELtwich Hospitality Group, Inc. was incorporated as Melt Grilled Cheese Restaurants Ltd. In December 2012, but the name was changed on April 11, 2016. MELtwich Hospitality Group, Inc. does not operate any affiliate-owned MELtwich outlets which are similar to the franchise offered by this Disclosure Document. MELtwich Hospitality Group Inc. has also licensed the use of the Marks to us, and has offered MELtwich franchises since its inception. As of the date of this disclosure document, MELtwich Hospitality Group, Inc., had 45 MELtwich franchises in Canada.

We have operated, through our affiliate(s), MELtwich outlets similar to the franchise offered by this Disclosure Document in Canada since 2012. We or our affiliates may operate other MELtwich concepts, including additional MELtwich outlets, in the future.

The Franchise Offered:

We grant franchises for the right to operate a business offering various specialty grilled cheese products, poutine products, beverages and related merchandise under the “MELtwich” Marks, using our distinctive operating procedures and standards in limited protected territory and from a single location (the “Franchised Business”).

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

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to t2200 NE 26th Street, Unit WC, Fort Lauderdale, Florida 33305he franchisor’s management by contacting Tom Mavrou, 2200 NE 26th Street, Unit WC, Fort Lauderdale, Florida 33305 , 289-913-6496, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System-wide Outlet Summary
For Years 2021 to 2023

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company – Owned*	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	0	0	0
	2022	0	0	0
	2023	0	0	0

Table No. 2

Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2021 to 2023

Column 1 State/Providence	Column 2 Year	Column 3 Number of Transfers
None	2021	0
	2022	0
	2023	0

Total	3	3	0
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* Company-owned stores are operated by affiliated entities.

Exhibit E lists the location of each MELTwich outlet in our System.

During our last fiscal year, no franchisee has had an outlet terminated, canceled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under the franchise agreement or has not communicated with us within 10 weeks of the 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, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS

MELTwich USA, Inc., was formed on August 17, 2022. Because we have not been in business for three (3) years, we are not able to include the three (3) prior years of audited financial statements normally required by this Item 21. Exhibit CD contains our audited financial statements as of December 31, 2022 and December 31, 2023. Exhibit CD also contains our predecessor, MELTwich America, Inc.'s audited financial statements as of December 31, 2021. Also included in Exhibit D are our unaudited financial statements as of December 12, 2024.

Our fiscal year end is December 31st.

ITEM 22: CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in Exhibit B. These include our Franchise Agreement and all exhibits to it (Mark; Location Description; Conditional Assignment of Lease; Statement of Ownership Interests in Franchisee; Spousal Guaranty; Confidentiality and Non-Compete Agreement; Internet, Social Media and Telephone Listing Agreement; and Asset Purchase Agreement for Turnkey Package). Our Multi-Unit Development Agreement is included in Exhibit C.

ITEM 23: RECEIPT

A receipt in duplicate is attached to this Disclosure Document as Exhibit J. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to MELTwich USA Inc., 2200 NE 26th Street, Unit WC, Fort Lauderdale, Florida 33305.

UNAUDITED FINANCIAL STATEMENTS

AS OF DECEMBER 12, 2024

These Financial Statements Have Been Prepared without an Audit. Prospective Franchisees or Sellers of Franchises Should be Advised that No Independent Certified Public Accountant Has Audited These Figures or Expressed an Opinion with Regard to their Content or Form

Management Report

Meltwich USA Inc.

For the period ended December 12, 2024

Prepared on

December 12, 2024

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Profit and Loss

January 1 - December 12, 2024

	Total
INCOME	
4000 Sales	
4001 Royalties	777.00
Total 4000 Sales	777.00
4010 Construction Income	
4012 Construction Development Fees	17,500.00
4014 Restaurant Equipment & Supplies	92,493.48
Total 4010 Construction Income	109,993.48
Total Income	110,770.48
COST OF GOODS SOLD	
5010 Construction	
5011 Equipment Purchases	93,151.31
Total 5010 Construction	93,151.31
Total Cost of Goods Sold	93,151.31
GROSS PROFIT	17,619.17
EXPENSES	
6010 Franchise Fees	
6011 Consulting Fees	56,392.37
Total 6010 Franchise Fees	56,392.37
6020 Franchise Marketing	-1,854.00
6021 Marketing Consultants	16,664.68
6024 Supplies & Printing	632.93
Total 6020 Franchise Marketing	15,443.61
6030 Professional Services	
6031 Legal Services	29,578.00
6032 Accounting Services	23,352.50
Total 6030 Professional Services	52,930.50
6050 Office/Business Expenses	
6051 Bank & Credit Card Fees	3,523.78
6052 Registrations & Licenses	49.00
6053 Software and Subscriptions	1,249.13
6054 Office Supplies	112.03
6055 Shipping/Postage	105.65
6056 Telephone	717.27
Total 6050 Office/Business Expenses	5,756.86
6800 Travel	58.28
6801 Airfare	6,768.86
6802 Hotel	5,485.82
6803 Transportation	3,471.96
Total 6800 Travel	15,784.92

	Total
6900 Meals & Entertainment	
6901 Meals - Team	1,891.92
6902 Meals - Prospects/Clients	2,224.74
Total 6900 Meals & Entertainment	4,116.66
7200 Rent	8,478.54
7300 Taxes Paid	4,461.30
Uncategorized Expense	2,970.44
Total Expenses	166,335.20
NET OPERATING INCOME	-148,716.03
OTHER EXPENSES	
8080 Exchange Gain or Loss	832.81
8085 Interest Paid	2,039.18
Total Other Expenses	2,871.99
NET OTHER INCOME	-2,871.99
NET INCOME	\$ -151,588.02

Balance Sheet

As of December 12, 2024

	Total
ASSETS	
Current Assets	
Bank Accounts	
Chase - Checking 9369 (USD)	57,999.95
Total Bank Accounts	57,999.95
Accounts Receivable	
Accounts Receivable (A/R)	124,847.38
Total Accounts Receivable	124,847.38
Other Current Assets	
Deferred Commissions	12,500.00
Deposits - Office Rent	700.00
Marketing Fund	8,493.11
Total Other Current Assets	21,693.11
Total Current Assets	204,540.44
TOTAL ASSETS	\$204,540.44

LIABILITIES AND EQUITY

Liabilities

Current Liabilities

Accounts Payable

Accounts Payable (A/P) - CAD	9,068.04
Accounts Payable (A/P) - USD	3,300.50

Total Accounts Payable **12,368.54**

Credit Cards

Amex - 51009 (USD)	1,069.75
American Express - Tom Mavrou	2,239.35

Total Amex - 51009 (USD) **3,309.10**

RBC Visa - 0299 (USD)	8,850.08
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Total Credit Cards **12,159.18**

Other Current Liabilities

Deferred Revenue	367,000.00
Due to/from Meltwiche Hospitality Group Inc.	140,875.70

Total Other Current Liabilities **507,875.70**

Total Current Liabilities **532,403.42**

Long-Term Liabilities

Notes Payable - Ryan Hillis	9,118.33
Notes Payable - Tom Mavrou	7,625.33

Total Long-Term Liabilities **16,743.66**

Total Liabilities **549,147.08**

Equity

	Total
Retained Earnings	-193,018.62
Net Income	-151,588.02
Total Equity	-344,606.64
TOTAL LIABILITIES AND EQUITY	\$204,540.44

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA**

The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the “Franchise Act”). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. Item 6, Non-Sufficient Funds Fee, is amended to state:

Pursuant to Minn. Stat. § 604.113, the Non-Sufficient Funds Fee is \$30.00 per occurrence.

2. Item 17 is amended to state:

(a) Minn. Stat. § 80C.21 and Minnesota Rules § 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in this Franchise Disclosure Document or agreement(s) shall abrogate or reduce (1) any of your rights as provided for in Minn. Stat. Chapter 80C or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

(b) In accordance with Minn. Stat. § 80C.14 subd. 3-5, except in certain specified cases, we will give you 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. Additionally, we will not unreasonably withhold our consent to a transfer of your Board and Brush Creative Studio.

(c) In accordance with Minnesota Rules 2860.4400(D), we cannot require you to assent to a general release.

(d) In accordance with Minnesota Rules 2860.4400(J), we cannot require you to consent to liquidated damages.

(e) Minn. Stat. § 80C.17 subd. 5 requires that an action be commenced pursuant to the Franchise Act within three (3) years after the cause of action accrues.

(f) You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rules 2860.4400(J).

3. Item 5 and 7 are amended to state:

Franchisor will defer collection of the Initial Franchisee Fee until Franchisor has fulfilled its initial pre-opening obligations and Franchisee may open for business.

4. 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 franchisee

**AMENDMENT TO THE
MELTWICH USA, INC
FRANCHISE AGREEMENT AND MULTI UNIT DEVELOPMENT AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Statutes Chapter 80C, the parties to the attached MELTwich Franchise Agreement (the “Franchise Agreement”) agree as follows:

1. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee’s assent to a release other than as part of a voluntary settlement of disputes. To the extent of any inconsistencies with the Minnesota Rules requirement contained in Sections 5.2.5 or 16.3.6 of the Franchise Agreement, such inconsistent provisions are hereby deleted.

2. To the extent of any inconsistencies, Section 5.1.1 of the Franchise Agreement is hereby amended to state:

“Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 4, Franchisor will give Franchisee 180 days’ notice for non-renewal of the Franchise Agreement.”

3. To the extent of any inconsistencies, Section 6.4 of the Franchise Agreement is hereby amended to state that the non-sufficient funds fee is Thirty Dollars (\$30.00) per occurrence.

4. To the extent of any inconsistencies, Sections 17.1 through 17.3 of the Franchise Agreement are hereby amended to state:

“Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 3, Franchisor will give Franchisee 90 days notice of termination (with 60 days to cure)”.

5. To the extent of any inconsistencies, Article 20, Dispute Resolution, of the Franchise Agreement is hereby amended to state:

“Franchisor cannot require Franchisee to: (i) conduct litigation outside Minnesota, (ii) waive a jury trial, or (iii) consent to liquidated damages, termination penalties or judgment notes. Nothing in this Franchise Agreement shall abrogate or reduce (1) any of Franchisee’s rights as provided for in Minn. Stat. Chapter 80C or (2) Franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief.”

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Statutes Chapter 80C are met independently without reference to this Amendment.

7. Section 6.1 of the Franchise Agreement relating the payment of the Initial Franchise Fee is hereby amended to state that the Franchisor will defer collection of the Initial Franchise Fee

until Franchisor has fulfilled its initial pre-opening obligations and Franchisee has opened their Franchise for business.

8. In addition, all development fees and initial payments by Multi-Unit Developers shall be deferred until the first Franchise under the Development Agreement opens.

9. 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

The parties hereto have duly executed this Minnesota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

MELTWICH USA, INC.

By:

(Print Name, Title)

FRANCHISEE:

By:

(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

STATE EFFECTIVE DATES--2023

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

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

<u>STATE</u>	<u>EFFECTIVE DATE</u>
Illinois	April 30, 2024
Indiana	October 2, 2024
Michigan	July 24, 2024
New York	September 23, 2024
North Carolina	December 4, 2024
Virginia	December 18, 2023 as amended June 5, 2024

In all other states that do not require registration, the effective date of this Disclosure Document is the issuance date of April 29, 2024

EXHIBIT J
RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If MELTwich USA, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If MELTwich USA, Inc. 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, DC 20580 and to your state authority listed on Exhibit A.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

Tom Mavrou 2200 NE 26 th Street, Unit <u>WC</u> , Fort Lauderdale, Florida 33305 289-913-6496	Ryan Hillis 2200 NE 26 th Street, Unit <u>WC</u> , Fort Lauderdale, Florida 33305 289-913-6496
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Issuance Date: April 29, 2024

I received a Disclosure Document dated _____, that included the following Exhibits:

- EXHIBIT A: List of State Franchise Administrators and Agents for Service of Process
- EXHIBIT B: Franchise Agreement with Attachments 1-9.
- EXHIBIT C: Multi-Unit Development Agreement
- EXHIBIT D: Financial Statements of MELTwich USA, Inc.
- EXHIBIT E: Operations Manual Table of Contents
- EXHIBIT F: Outlets as of the date of this Disclosure Document
- EXHIBIT G: General Release
- EXHIBIT H: Franchisee Acknowledgment Statement
- EXHIBIT I: State Addenda
State Effective Dates
- EXHIBIT J: Receipt

Date Received: _____
(If other than date signed)

DATE: _____

Print Name: _____

Print Address: _____

City, State: _____

(Signature of recipient)

Please return signed receipt to MELTwich USA Inc.
2200 NE 26th Street, Unit WC
Fort Lauderdale, FL 33305

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State Effective Dates
- EXHIBIT J: Receipt

Date Received: _____
(If other than date signed)

DATE: _____

Print Name: _____

Print Address: _____

City, State: _____

(Signature of recipient)

KEEP FOR YOUR RECORDS