



FRANCHISE DISCLOSURE DOCUMENT

Bang Cookies Franchise LLC
A New Jersey limited liability company,
550 Industrial Road, Unit D
Carlstadt, New Jersey 07072
Tel: 888-834-8885
franchising@bangcookies.com
www.bangcookies.com

The franchise that we offer is for Bang Cookies, a cookie shop that bakes and sells giant, soft-baked, organic cookies and natural cookies, baked goods and, other products and services (each, a “Franchised Business” or “Shop”). We offer individual unit Shop franchises and area development franchises for the development of multiple Shops within a designated territory.

The total investment necessary to begin operation of a Bang Cookies Bakery Shop under a franchise agreement is ~~\$404,405,370~~– ~~\$712,622,020~~. This includes ~~\$18,000~~~~76,500~~ to ~~\$4093,000~~ that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of Bang Cookies Shop that is a Satellite Location under a franchise agreement is ~~\$234,235,070~~ – \$390,840. This includes ~~\$18,000~~~~64,500~~ to ~~\$40,000~~~~81,500~~ that must be paid to the franchisor or its affiliates.

The total investment necessary to begin operation of a Bang Cookies Shop under a Multi-Unit Development Agreement is ~~\$473,870~~– ~~\$849,475,370~~ – ~~\$762,020~~. This includes ~~\$70,125,000~~ to ~~\$140,195,000~~ that must be paid to the franchisor or its affiliates, ~~along with a \$35,000 development fee for each additional Shop established~~ under the Multi-Unit Development Agreement. The minimum number of Shops that you may be authorized to develop under a Multi-Unit Development Agreement is three and the maximum number is five.

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

You may wish to receive your disclosure document in another form that is more convenient for you. To discuss the availability of disclosures in different forms, contact George Kuan, Bang Cookies Franchise LLC, 550 Industrial Road, Unit D, Carlstadt, New Jersey 07072.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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.

How to Use This Franchise Disclosure Document

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

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

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 Multi-Unit Development Agreement require you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in New Jersey. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in New Jersey than in your own state.
2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all your financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets at risk if your franchise fails.
3. **Short Operating History**. The franchisor is at an early stage of development and has limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Financial Support 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. **Unregistered Trademark**. The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchises or the franchisors. This change can be expensive and may reduce brand recognition of the products or services you offer.

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.

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Bang Cookies Franchise LLC, the franchisor of the Bang Cookies franchise is referred to in this franchise disclosure document (the “Disclosure Document”) as “we”, “us” or “our” as the context requires. A franchisee is referred to in this Disclosure Document as “you” and “your” as the context requires. If you are a corporation, partnership or other legal entity (a “Corporate Entity”), our Franchise Agreement will also apply to your individual owners, shareholders, members, officers, directors and other principals.

The Franchisor

We are a New Jersey limited liability company established on January 19, 2023. Our principal place of business is 550 Industrial Road, Unit D, Carlstadt, New Jersey 07072. We conduct business under our corporate name Bang Cookies Franchise LLC and under the Bang Cookies trade name. Our business is operating the Bang Cookies Shop franchise system and granting franchises to third parties like you to develop and operate a Shop. We began offering franchises as of ~~the Issuance Date of this Disclosure Document~~ March 20, 2023. Other than as discussed above, we are not in any other business, we have not conducted business in any other line of business, we do not conduct or operate a Franchised Business of the type to be operated by a franchisee, and we have not offered or sold franchises in any other line of business. Our registered agents for service of process are disclosed in Exhibit B of this Disclosure Document.

The Franchised Business

We license a system (the “System”) for the operation of a Bang Cookies Shop, a cookie shop that bakes and sells giant, soft-baked, organic cookies and baked goods, and other products and services (the “Approved Services and Products”) provided on-site from a single fixed location (the “Shop Location”) within a designated territory. ~~The System is presently identified by the Bang Cookies trademark, the Bang Cookies logo and other trademarks, service marks, logotypes, and commercial symbols as we may designate, modify and adopt from time to time for use in the System and as same may or may not be registered with the United States Patent and Trademark Office (collectively referred to as the “Licensed Marks”).~~ The System features the prominent display of the Licensed Marks and our trade dress.

~~We refer to Shops in our System as “Shops” and we refer to the Shop that you will develop and operate as either “your Shop” or the “Franchised Business”. You may enter into a Franchise Agreement in the form attached to this Disclosure Document as Exhibit E (the “Franchise Agreement”) to develop and operate a Shop from a single Shop Location. Under the Franchise Agreement you will develop and operate your Shop in conformity with the requirements of our System. The System includes Approved Services and Products that we currently designate and that we may modify, add to or discontinue from time to time, and our specifications, methods and procedures for marketing, selling, offering, and providing the Approved Services and Products. The System also features and requires, as designated by us, your exclusive purchase, use, and maintenance of certain merchandise, inventory, products, supplies, and goods constituting or comprising the Approved Services and Products offered for sale and/or the services provided and further includes displays, equipment, furniture, and fixtures designated by us (collectively, the “System Supplies”). You must operate your Shop in conformity with the specifications, procedures, criteria and requirements that we designate in our confidential operations manual and other proprietary manuals that we may designate and loan to you and, as we may from time to time supplement and modify other manuals and communications (collectively, the “Manuals”).~~

Because our Shops offer homemade cookies, cakes, and other baked good menu items, the initial Shop that you establish must be a bakery location that includes full production facilities, including a convection oven and kitchen capable of producing, on-site, dough for all of our homemade cookies and most of our baked

menu items (a “Bakery Location”). If you maintain and operate a Bakery Location and you elect to establish and operate additional Bang Cookie Shops located within a close geographic range to your Bakery Location, up to two additional Shops, depending on the production capacity of your Bakery Location may, if approved by us, be established as satellite locations (each, a “Satellite Location”) each, with a smaller kitchen, preparation, and baking area that is limited to baking cookies and other baked goods that are baked from dough and other baking items that are partially prepared at your Location and delivered to your Satellite Location. A Bakery Location must be located at a retail location comprising approximately 1,500 to 2,500 square feet with approximately 600 to 700 square feet dedicated to your kitchen and baking facilities. A Satellite Location must be located at a retail location comprising approximately 800 to 1,000 square feet with approximately 600 to 800 square feet dedicated to your limited kitchen preparation and baking facilities.

~~Whether or not a Shop qualifies as a Bakery Location and the type, number, and location of Satellite Locations that a Bakery Location may support, requires our written approval. If you are granted the right to establish multiple Shops, there is no obligation to establish your additional Shops as Satellite Locations. Unless you sign a multi-unit development agreement, there is no guarantee that we may approve or award you the right to enter into any additional Franchise Agreements. You must assume that every Shop Location that you establish (subject to our Franchise Agreement and, if applicable, multi-unit development agreement) must be established as a Bakery Location unless we, in writing, otherwise approve of a Shop qualifying as a Satellite Location. Unless otherwise noted, the disclosures contained in this Disclosure Document apply whether or not your Shop qualifies as a Bakery Location or Satellite Location.~~

Franchise Agreement

Franchise Agreement

~~You may enter into a Franchise Agreement in the form attached to this Disclosure Document as Exhibit E to develop and operate one Shop from a single Shop Location within a designated territory. If you sign a Franchise Agreement, you will be required to develop and operate the Franchised Business in conformity with the requirements of our System and at a Shop Location that we approve in writing. A Shop will, ordinarily, be located in high traffic retail commercial locations, including strip shopping centers. Your Shop must be established as a Bakery Location unless you already own and operate a Bakery Location and if we approve your development of a Satellite Location. When you sign the Franchise Agreement, we will specify your shop type as a Bakery Location or a Satellite Location in Schedule 1. If you do not have an approved site for your Shop Location you must select a site in accordance with the Franchise Agreement and obtain our written approval of the Shop Location. Your rights in the System will be limited to the establishment and operation of a single Shop offering, selling, and/or providing only our Approved Services and Products from your approved Shop Location and using only our System Supplies. Your Shop must conform to the requirements of our System.~~

Multi-Unit Development Agreement

~~If we approve your request, you You may have the option, in addition to signing a Franchise Agreement in the form attached as Exhibit E, to sign the Multi-Unit Development Agreement attached to this Disclosure Document as Exhibit F, to develop and operate multiple Shops. The total number of Shops that you will be required to develop and operate under a Multi-Unit Development Agreement will vary from three to five Shops, as negotiated at the time of signing the Multi-Unit Development Agreement. Each Shop must be developed by you within a designated geographic area (the “Development Area”) and each Shop must be developed and operated under the terms of our then current individual unit Franchise Agreement which may differ from the Franchise Agreement included with this Disclosure Document. Your Multi-Unit Development Agreement will include a development schedule (the “Development Schedule”) containing a~~

~~deadline by which you must have each Shop open and operating. Your Development Schedule may vary depending on your Development Area and the number of Shops that you are required to develop. Upon establishing each additional Shop under Your Multi-Unit Development Agreement, you will be required to sign our then-current Franchise Agreement, which may differ from the current Franchise Agreement included in this Disclosure Document~~

~~Unless otherwise specified, the information contained in this Disclosure Document applies to single unit development under a Franchise Agreement and multi-unit development under a Multi-Unit Development Agreement. If you are not contracting for the right to develop multiple Shops, you will not be signing a Multi-Unit Development Agreement. Even if you sign a Multi-Unit Development Agreement, you will also be signing individual Shop Franchise Agreements with the first Shop Franchise Agreement being the Franchise Agreement attached to this Disclosure Document as Exhibit E and signed simultaneous with the signing of the Multi-Unit Development Agreement.~~

Our Parents, Predecessors and Affiliates

Bang Cookies Corporation

Our parent company is Bang Cookies Corporation, a Delaware corporation established on August 10, 2017. This company maintains a principal business address at 8 The Green, Suite A, Dover, Delaware 19901 and owns the franchising company. This company has not in the past and does not now offer franchises in any lines of business.

BangMe Bakery LLC

Our affiliate is BangMe Bakery LLC, a New Jersey limited liability company established on July 16, 2015. This company maintains a principal business address at 550 Industrial Road, Unit D, Carlstadt, New Jersey 07072. This company has not in the past and does not now offer franchises in any lines of business.

Market and Competition

The shop industry is extremely competitive. You will be competing with numerous businesses that sell, offer and provide cookies and baked goods. You will be competing with many local businesses that are independently owned or part of regional or national franchise chain. These competing businesses will include businesses that sell, offer and provide cookies, brownies, and other baked goods. The market for the products and services sold by the Franchised Business is not seasonal and is very highly competitive.

Industry Specific Laws

The U.S. Food and Drug Administration, the U.S. Department of Agriculture and state and local health departments administer and enforce laws and regulations that govern food preparation and service and foodservice establishment sanitary conditions. State and local agencies inspect foodservice establishments to ensure that they comply with these laws and regulations. Some state and local authorities have adopted, or are considering adopting, laws or regulations that could affect: the content or make-up of food served at your Bang Cookies outlet, such as the level of trans fat contained in a food item; general requirements or restrictions on advertising containing false or misleading claims, or health and nutrient claims on menus or otherwise, such as “low calorie” or “fat free”; and the posting of calorie and other nutritional information on menus.

You Many states and local jurisdictions have laws, rules, and regulations that may apply to your Shop, including rules and regulations related to construction, design and maintenance of your Shop, construction requirements, zoning; health and sanitation requirements for shop operations and employee practices; employee health and safety and emergency preparedness; use, storage and disposal of waste; product

~~labeling; equal access for the disabled (including requirements imposed by The Americans with Disabilities Act of 1990 and numerous state equivalent laws that may affect your shop construction and/or location requirements, including specialized entrance ramps, doors, seating, bathroom facilities and other facility requirements). You should investigate and evaluate how these regulations and requirements and other regulations and requirements apply in the geographic where you will be locating your Shop. You should consult with your attorney concerning these and other local laws, rules and regulations that may affect the operation of your Shop.~~

must comply with all local, state and federal laws and regulations that apply to the operation of your Franchised Business, including, among others, business operations, insurance, discrimination, employment, health, sanitation and workplace safety laws. Your advertising of the Franchised Business is regulated by the Federal Trade Commission. There may be federal, state and local laws which affect your Franchised Business in addition to those listed here.

You should investigate whether there are any state or local regulations or requirements that may apply in the geographic area in which you intend to conduct business. You are responsible for obtaining all licenses and permits which may be required for your business.

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ITEM 2
BUSINESS EXPERIENCE

George Kuan, Chief Executive Officer

George Kuan is our CEO and has served in this role since our formation on January 19, 2023. Since July 2015 and, continuing to date, George has served as CEO of our affiliate owned Bang Cookies Shops located in Jersey City, New Jersey.

Mike Smilovitch, Strategy and Franchise Development Officer

Mike Smilovitch is our Franchise Development Officer and has served in this role since our formation on January 19, 2023. Since 2019 and, continuing to date, Mike has served as the Senior Vice President of the Middle Market at Valley Bank in Red Bank, New Jersey. From October 2018 to September 2019, Mike served as a Senior Relationship Manager at M&T Bank located in New York, New York.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

When you sign a Franchise Agreement you will pay to us a non-refundable initial franchise fee in the amount of \$55,000 (the “Initial Franchise Fee”). The Initial Franchise Fee is fully earned by us upon payment. The method we use to calculate the Initial Franchise Fee is uniform for all franchises that we offer through this Disclosure Document, except, as described below, we offer a veteran’s discount and multi-territory discount.

Veteran’s Discount

For qualified individuals who were honorably discharged from any branch of the United States Military the Initial Franchise Fee for the first / initial Operating Territory franchise is discounted by 10%. This discount must be requested at the time of your initial franchise application and requires documented military service.

Opening Initial Inventory

You must purchase your opening inventory of certain System Supplies from us or our ~~affiliate~~ supplier. We estimate that your initial opening inventory of System Supplies that you must purchase from us or our affiliates will range between ~~\$183,000~~ to ~~\$4010,000~~. Your initial opening inventory fees will be fully earned by us upon payment and are non-refundable.

Signage

You are required to purchase, subject to our design and construction specifications and approval, interior and exterior signs and displays that we designate. We estimate that the signage that you must purchase from us or our suppliers will range between \$5,000 to \$25,000. This estimate is for the cost to produce wall

signage to be mounted to the outside of the building as well as all interior signage. This estimate includes other elements of brand identification within the Shop such as wall graphics.

Technology Implementation Fee

You must pay a Technology Implementation Fee prior to your Franchised Business opening for the configuration of POS system and digital menu boards. We estimate that the Technology Implementation Fee payable to us will range between \$1,500 to \$3,000. This estimate is for the cost to implement the POS System, digital menu boards, loyal program, Bang Cookies app, Delivery module, and Bang Cookies online orders.

Multi-Unit Development Agreement

If you sign a Multi-Unit Development Agreement, you must pay a fixed non-refundable development area fee of \$35,000 for each Shop (the “Development Area Fee”), over and above the first Shop authorized by the Franchise Agreement, that you will be authorized to develop under the Multi-Unit Development Agreement. The minimum number of Shops that you may agree to develop is three and the maximum is five. The Development Area Fee that you must pay to us is in addition to the Initial Franchise Fee of \$55,000 that you must pay to us at the time of signing the Franchise Agreement for your first Shop. At the time of signing the Franchise Agreement for each additional Shop authorized by the Multi-Unit Development Agreement, over and above your first Shop, you will not be required to pay us an additional Initial Franchise Fee. The Development Area Fee is fully earned by us upon payment, represents consideration for a designated development area as referenced in Item 12 of this Disclosure Document, and is used to defray our costs for providing pre-opening assistance and to offset certain franchise recruitment expenses. The method we use to calculate the Initial Franchise Fee is uniform for all franchises that we offer through this Disclosure Document.

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ITEM 6
OTHER FEES

Type of Fee <small>(Note 1)</small>	Amount	Due Date	Remarks
Royalty <small>(Notes 2 and 3)</small>	6% of Gross Sales	Weekly on the Thursday of each week for the preceding week	Will be debited automatically from your bank account by ACH or other means designated by us.
Brand Development Fund <small>(Note 4)</small>	Up to 2% of Gross Sales, currently not charged	Weekly on the Thursday of each week for the preceding week	Will be debited automatically from your bank account by ACH or other means designated by us.
Local Marketing <small>(Note 5)</small>	2% of Gross Sales	As incurred	You must spend not less than 2% of your Gross Sales each calendar quarter on pre-approved marketing within your designated territory.
Technology <small>(Note 6)</small>	Up to \$750 per month, currently \$200 per month	Monthly as invoiced	Will be debited automatically from your bank account by ACH or other means designated by us.
Local and Regional Advertising Cooperatives <small>(Note 7)</small>	As established by cooperative members	As established by cooperative members	Established by cooperative members.
Annual Conference Attendance Fee <small>(Note 8)</small>	Our then current conference fee, not greater than \$1,500	When invoiced and before conference	Will be debited automatically from your bank account by ACH or other means designated by us.
Additional Employee Initial Training	Our then current training fee, currently \$300 per person per day	When invoiced and prior to training	Under our pre-opening initial training, we will train you or your Managing Owner and one designated manager at no additional charge. This fee is for initial training, either before or after you open. Initial training is conducted at facilities we designate and you must pay for all other expenses of your trainees, including salary, travel and accommodations.
Supplemental On-Site Training	Our then current daily rate per trainer, plus expenses we incur. Current rate is \$300 per day	When invoiced and prior to training	If you request or we require on-site training at your Shop, you must pay our then current trainer fee plus our expenses related to travel and accommodations.

POS Fee	Currently \$165 per month	As incurred	
Self-Serve Kiosk Fee	\$279 per month or for 2 or more kiosks, \$199 per month per kiosk	As incurred	
Interest	18% per annum from due date	On demand	Payable on all overdue amounts, fees, charges, and payments due to us under the Franchise Agreement. Interest rate cannot exceed legal rate allowed by law and may be adjusted to reflect same.
Reporting Non-Compliance	\$150 per occurrence	14 days of invoice	Payable for failure to timely submit Royalty and Activity Reports, and other reports and financial statements as required under Franchise Agreement.
Operations Non-Compliance	\$450 to \$1,000 per occurrence	14 days of invoice	Payable for failure to comply with operational standards as required and specified under Franchise Agreement, plus inspection and re-inspection costs incurred by us.
Payment Non-Compliance	\$150 per occurrence	14 days of invoice	Payable for failure to timely pay, when due, a fee or payment due to us under the Franchise Agreement, plus interest, costs and legal fees.
Audit	Cost of audit	On demand	For costs incurred by us for each financial audit, provided the audit determines underreporting of 2% or greater during any designated audit period. Includes fees incurred by us including audit, legal, travel and reasonable accommodations.
Quality Assurance Audit	Actual costs incurred by us	As invoiced	Payable if we engage a third party to perform periodic quality assurance audits, including mystery shopper programs.
Collections	Actual fees, costs, and expenses	On demand	For costs and expenses incurred by us in collecting fees due to us, and/or to enforce the terms of the Franchise Agreement or a termination of the Franchise Agreement. Includes costs and expenses of re-inspections required by quality assurance audit.
NSF Check Fee of Failed Electronic Fund Transfer	5% of amount or \$50 whichever is greater	On demand	Payable if your bank account possesses insufficient funds and/or fails to process

	or maximum fee allowed by law		a payment or transfer related to a fee due from you to us.
Non-compliance	Actual fees, costs, and expenses	On demand	Fees, costs and expenses incurred by us as a result of your breach or noncompliance with the terms of your Franchise Agreement.
Supplier Review	Actual fees, costs, and expenses	Within 14 days of invoice	You must pay us the costs incurred by us to review and evaluate a potential supplier, product, or service that you submit to us for approval.
Management Service	Actual costs incurred by us	As invoiced	Payable if we elect to manage the Franchised Business due to a failure by you to have the Franchised Business managed by an authorized Managing Owner or Manager.
Transfer	\$15,000	On demand	Payable if we approve your transfer request, but prior to execution of final transfer agreements and authorization.
Renewal	\$10,000	On signing renewal Franchise Agreement	Payable if we approve your renewal request and upon signing our then current Franchise Agreement.
Payment Processing Fee Reimbursement	Up to 3.5% plus \$0.30 per payment	Within 10 days of request for payment	If banks, credit card companies, or other payment processors charge us a fee for processing any payment you make to us, you must reimburse us for the amount of the fee.

Explanatory Notes to Item 6
“Other Fees”

Note 1: Type of Fee – The above table describes fees and payments that you must pay to us, our affiliates, or that our affiliates may impose or collect on behalf of a third party. All fees are uniformly imposed for all franchises offered under this Disclosure Document, are recurring, are not refundable, and are payable to us, unless otherwise specified. If you enter into a Multi-Unit Development Agreement or open multiple Shops then these fees shall apply, respectively, to each and every Shop. Payment is subject to our specification and instruction, including, our election to have all fees automatically drafted from your business bank account or automatically debited or charged to your business bank account. You will be required to sign an ACH Authorization Form (Franchise Agreement, [Exhibit 7](#)) permitting us to electronically debit your designated bank account for payment of all fees payable to us and/or our affiliates. You must deposit the Gross Sales of your Shop into the designated bank accounts that are subject to our ACH authorization. You must install and use, at your expense, the pre-authorized payment, point of sale, credit card processing, automatic payment, automated banking, electronic debit and/or electronic funds transfer systems that we designate and require in the operation of your Shop. You must pay all service charges and fees charged to you by your bank so that we may electronically debit your bank account.

Note 2: Royalty Fees – The royalty fee is a continuing weekly fee equal to 6% (the “Royalty Rate”) of your weekly Gross Sales. If any federal, state or local tax other than an income tax is imposed on the Royalty Fee which we cannot directly and, dollar for dollar, offset against taxes required to be paid under any applicable federal or state laws, you must compensate us in the manner prescribed by us so that the net amount or net effective Royalty Fees received by us is not less than 6% of your Gross Sales.

Note 3: Gross Sales – “Gross Sales” means the total dollar sales from all business and customers of your Shop and includes the total gross amount of revenues and sales from whatever source derived, whether in form of cash, credit, agreements to pay or other consideration including the actual retail value of any goods or services traded, borrowed, or received by you in exchange for any form of non-money consideration (whether or not payment is received at the time of the sale), from or derived by you or any other person or Corporate Entity from business conducted or which started in, on, from or through your Shop and/or your Shop Location, whether such business is conducted in compliance with or in violation of the terms of the Franchise Agreement. Gross Sales include the total gross amount of revenues and sales from whatever source derived from and/or derived by you (including any person and/or Corporate Entity acting on your behalf) from business conducted within and/or outside your designated territory that is related to your Shop and/or a competitive business located and/or operated at your Shop Location, within your designated territory, outside your designated territory, and/or otherwise. Gross Sales do not include (a) sales taxes that you collect and remit to the proper taxing authority, and (b) authorized promotional discounts that you provide to customers.

Note 4: Brand Development Fund – The brand development fund fee is a continuing weekly fee equal to an amount of up to 2% of your weekly Gross Sales (the “Brand Development Fund Fee”). Currently we do not charge a Brand Development Fund Fee but reserve the right to implement one at any time in the future.

Note 5: Local Marketing – On an on-going calendar year quarterly basis, you must spend not less than 2% of your quarterly Gross Sales on the local marketing of your Shop within your designated territory and in accordance with our standards and specifications.

Note 6: Technology Fee – The continuing monthly technology fee is an administrative fee and is not associated with any particular service but is used, at our discretion, to defray some of our costs related to system website and intranet (the “Technology Fee”). Currently the monthly Technology Fee is \$200 per month.

Note 7: Local and Regional Advertising Cooperatives – If two or more Shops are operating within a geographic area, region, or market designated by us (a “designated market”), we reserve the right to establish and require your participation in a local or regional advertising cooperative within the designated market. If a local or regional advertising cooperative is established within a designated market that includes your Shop(s), you will be required to participate in the cooperative and make on-going payments to the cooperative in such amounts and subject to such caps as established by the cooperative members. We anticipate that each Shop franchisee will have one vote for each Shop located within the cooperative market and that cooperative decisions shall be made based on approval of a simple majority vote with a quorum of not less than 25% of the designated cooperative members. Contributions to a local or regional cooperative that we designate will count toward satisfaction of your minimum local marketing requirements.

Note 8: Annual Conference Attendance Fee – If we offer a franchisee annual conference in a given year you will be required to attend the conference on the dates and at the location that we designate. You will be responsible for all travel and lodging expenses. We may charge you an annual conference fee in an amount not exceeding \$1,500. We reserve the right to charge the annual conference fee to those franchisees that do

not attend. We will not require your attendance at an annual conference for more than three days during any calendar year.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. Franchise Agreement – Bakery Location

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee ^(Note 1)	\$55,000	Lump sum	When Franchise Agreement is signed	Us
Construction and Leasehold Improvements ^(Note 2)	\$75,000 – \$150,000	As arranged	As incurred	Contractors, suppliers, and/or Landlord
Lease Deposits – Three Months ^(Note 3)	\$15,000 – \$40,000	As arranged	As incurred	Landlord
Furniture, Fixtures and Equipment ^(Note 4)	\$176,370 – \$224,020	As arranged	As incurred	Suppliers
Signage ^(Note 5)	\$15,000 – \$25,000	As arranged	As incurred	Us, Suppliers
Computer, Software and Point of Sales System ^(Note 6)	\$3,000 – \$3,000	As arranged	As incurred	Suppliers
Grand Opening Marketing ^(Note 7)	\$10,000 – \$20,000	As arranged	As incurred	Suppliers
Initial Inventory ^(Note 8)	\$5,000 – \$10,000	As arranged	As incurred	Us, Suppliers
Utility Deposits ^(Note 9)	\$1,500 – \$2,000	As arranged	As incurred	Suppliers
Insurance Deposits – Three Months ^(Note 10)	\$500 – \$1,000	As arranged	As incurred	Insurers
Travel for Initial Training ^(Note 11)	\$3,500 – \$7,500	As arranged	As incurred	Airlines, hotels, restaurants
Professional Fees ^(Note 12)	\$2,000 – \$7,500	As arranged	As incurred	Attorneys, accountants, architects, advisors
Technology Implementation Fee	\$1,500 - \$3,000	As arranged	As incurred	Us
Licenses and Permits ^(Note 13)	\$2,000 – \$4,000	As arranged	As incurred	Government

Additional Funds – Three Months (Note 14)	\$40,000 – \$70,000	As arranged	As incurred	Us, employees, suppliers, landlord, utility suppliers
Total Estimate (Note 15)	\$404,405,370– \$712,622,020			

B. Franchise Agreement – Satellite Location

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee (Note 1)	\$55,000	Lump sum	When Franchise Agreement is signed	Us
Construction and Leasehold Improvements (Note 2)	\$30,000 - \$70,000	As arranged	As incurred	Contractors, suppliers, and/or landlord
Architect & Engineering	\$7,500 - \$15,000	As arranged	As incurred	Architect & Engineer
Lease Deposits and Rent – Three Months (Note 3)	\$10,000 - \$30,000	As arranged	As incurred	Landlord
Furniture, Fixtures and Equipment (Note 4)	\$89,370 - \$115,190	As arranged	As incurred	Suppliers
Signage (Note 65)	\$5,000 – \$18,500	As arranged	As incurred	Suppliers
Computer, Software, and Point of Sale System (Note 76)	\$2,000 – \$2,000	As arranged	As incurred	Suppliers
Grand Opening Marketing (Note 87)	\$5,000 – \$10,000	As arranged	As incurred	Suppliers
Initial Inventory (Note 98)	\$3,000 - \$5,000	As arranged	As incurred	Us, suppliers
Utility Deposits (Note 109)	\$700 – \$1,500	As arranged	As incurred	Suppliers
Insurance Deposits – Three Months (Note 110)	\$500 – \$1,000	As arranged	As incurred	Insurers
Travel for Initial Training (Note 111)	\$3,500 – \$7,500	As arranged	As incurred	Airlines, hotels, restaurants

Professional Fees ^(Note 4312)	\$1,000 – \$4,000	As arranged	As incurred	Attorneys, accountants, architects, advisors
Technology Implementation Fee	\$1,500 - \$3,000	As arranged	As incurred	<u>Us</u>
Licenses and Permits ^(Note 4413)	\$1,000 – \$3,150	As arranged	As incurred	Government
Additional Funds – Three Months ^(Note 4514)	\$20,000 – \$50,000	As arranged	As incurred	Us, employees, suppliers, landlord, utility suppliers
Total Estimate ^(Note 4615)	\$235,070 – \$390,840			

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The estimate as to Satellite Location assumes that your Shop will be approximately 275 to 850 square feet with 600 to 800 square feet baking partially prepared cookie dough and baked good items partially prepared and supplied by a Bakery Location.

Note 75: Signage – You are required to purchase, subject to our design and construction specifications and approval, interior and exterior signs and displays that we designate. This estimate is for the cost to produce wall signage to be mounted to the outside of the building as well as all interior signage. This estimate includes other elements of brand identification within the Shop such as wall graphics.

Note 86: Computer, Software and Point of Sales System – You will be required to purchase, license and use the point of sale systems, ordering systems, and applications that we designate. Information about the point of sale and computer systems are disclosed in Item 11 of this Disclosure Document.

Note 97: Grand Opening Marketing Expense – Depending on your Shop size you must spend a minimum of \$5,000 to \$10,000 prior to the opening your Shop to promote your grand opening. You must submit your grand opening marketing plan to us for our pre-approval.

Note 108: Initial Inventory – Your initial inventory comprised of small wares, uniforms and supplies and your on-going inventory and supplies (including System Supplies) that you are required to obtain from us, our affiliate or from our designated suppliers are paid for at standard prices and terms and your ongoing inventory must be purchased from either us or our approved vendors.

Note 119: Utility Deposits – To secure the appropriate utilities required for the operation of your Shop, including gas, electric, water, sewer and internet access, you will be required to pay upfront deposits to each applicable utility company.

Note 120: Insurance Deposits – Three Months – You are required to maintain certain insurance coverage. Your actual payments for insurance and the timing of those payments will be determined based on your agreement with your insurance company and agent. This estimate is for the cost of an initial deposit in order to obtain the minimum required insurance and we estimate this deposit to be equal to the amount of three months of monthly insurance premium payments. We recommend that you consult with your insurance agent before signing a Franchise Agreement.

Note 131: Travel for Initial Training – You must complete our pre-opening training program before opening your Shop. We do not charge a fee for our pre-opening initial training. This estimate is for estimated travel and lodging expenses that you will incur to attend our pre-opening initial training program for up to two trainees.

Note 142: Professional Fees – This estimate is for costs associated with the engagement of professionals such as attorneys, accountants and architects for advisories consistent with the start-up of a Shop. You will be required to hire an architect to develop plans that meet our standards and specifications and comply with applicable laws, rules and regulations for the development and operation of your Shop. We recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this Disclosure Document, the Franchise Agreement and, if applicable the Multi-Unit Development Agreement. It is also advisable to consult these professionals to review any lease and other contracts that you will enter into as part of the development and operation of your Shop.

Note 153: Licenses and Permits – You must apply for, obtain and maintain all required permits and licenses necessary to operate a Shop. The licenses will vary depending on local, municipal, county and state regulations. All licensing fees are paid directly to the governmental authorities when incurred and are due

prior to opening the Franchised Business. This estimate does not include the cost of specialized licenses such as, for example, liquor licenses that involve a specialized application process and involve costs that vary significantly depending on state and location.

Note 1614: Additional Funds – This is an estimate of the minimum recommended levels of additional funds that may be required to cover operating expenses such as employee salaries, inventory, rent, and utilities only for the initial three month period following the opening of your Shop. ~~This estimate does not include compensation to you or your owners and does not include interest, finance charges, or payments that may be incurred by you if you financed the development of your Shop.~~ In making this estimate, we have relied on the experiences of our affiliate in developing and operating a Bang Cookies Shop. This is only an estimate for your initial three months of operations and more working capital and additional funds may be required depending on the sales and performance of your Shop. ~~Before signing a Franchise Agreement, you should consult with your accountant and advisor to budget and determine the amount of additional funds that should be reserved and set aside by you to support and capitalize the long term operations of your Shop.~~

Note 1715: About Your Estimated Initial Investment – These explanatory notes apply to both Shop sizes unless otherwise noted. We provide separate Item 7 estimates depending on whether your Shop qualifies as a Bakery Location or a Satellite Location. All Shops must be established as a Bakery Location unless you already own and operate a Bakery Location and we authorize you to establish your Shop as a Satellite Location. A Satellite Location must be supported by a Bakery Location. If you intend to establish a Shop as a Bakery Location, you must obtain our written approval which must be in the form of our execution of Schedule 1 to the Franchise Agreement where we expressly authorize you to establish your Shop as a Satellite Location. You should assume that your Shop must be established as a Bakery Location. This is an estimate of the initial start-up expenses for one Bang Cookies Shop. We do not offer financing for any portion of the initial investment.

We have based these estimates on the experiences of our affiliate in developing a Bang Cookies Shop. ~~These are only estimates and your costs and, the range of those costs, may vary. Factors that may influence your costs include: the size of your Shop; local geographic market and economic conditions including rent, labor, and construction rates; local licensing costs; competition; the facilities and existing build-out of the Shop Location that you select; landlord funded tenant improvements and allowances; the capabilities of your management team; and the level of sales achieved by your Shop. These estimates do not include interest and financing charges that you may incur and they do not include management level compensation payable to you or your owners. You should carefully review these estimates with your business, accounting and legal advisors before making any decision to sign a Franchise Agreement.~~ These estimates are for one Shop only. If you sign a Multi-Unit Development Agreement, the estimated amount will be required for each Shop that you develop.

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C. Multi-Unit Development Agreement

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Development Area Fee (Note 1)	\$701 25,000- \$140 195,000	Lump sum	When Franchise Agreement and Multi-Unit Development Agreement are signed	Us
Estimated Initial Investment to Open One Shop (Bakery Location) (Note 2)	\$403,870- \$709 350,370- \$567,020	Estimated Initial Investment is based on estimate contained in Chart A, above, of this Item 7, for a Franchise Agreement. See, Chart A		
Total Estimate (Note 3)	\$473,870 - \$849 \$475,370 - \$762,020			

Explanatory Notes to Item 7
For a Franchise Agreement and a Multi-Unit Development Agreement

Note 1: Development Area Fee and Franchise Fees – When you sign a Multi-Unit Development Agreement you must also sign a Franchise Agreement for the first Shop that you will be required to develop under your Multi-Unit Development Agreement. At the time of signing your Multi-Unit Development Agreement, in addition to paying us the Franchise Fee for your first Shop, you will pay to us a Development Area Fee. The amount of the Development Area Fee varies depending on the number of additional Shops, over and above the first Shop authorized by the Franchise Agreement that you will sign with the Multi-Unit Development Agreement, that you will be authorized to develop within the Development Area.

The minimum number of Shops that you may be authorized to develop under a Multi-Unit Development Agreement is three and the maximum number is five. The Development Area Fee is \$35,000 for each Shop, over and above the first Shop authorized by the Franchise Agreement that you will sign with your Multi-Unit Development Agreement. You will not be required to pay to us an Initial Franchise Fee at the time of signing the Franchise Agreement for each additional Shop, over and above the Initial Franchise Fee of \$55,000 that you will pay at the time of signing the Franchise Agreement for the first Shop in your Development Area and the Development Area Fee that you will pay to us at the time of signing the Multi-Unit Development Agreement.

Note 2: Estimated Initial Investment – This is the estimated initial investment for the development of one Bang Cookies Shop for a Bakery Location as reflected in Table A of this Item 7. You should assume that all Shops to be developed by you under a Multi-Unit Development Agreement must be established as Bakery Locations. It is important to review Table A of this Item 7 and the Explanatory Notes to Table A in detail.

Note 3: Total Estimate – This is the total estimated investment to enter into a single unit Shop Franchise Agreement and a Multi-Unit Development Agreement. Under the Multi-Unit Development Agreement, you will be granted the right to, potentially, develop and operate between three to five Shops. This estimate is only for the development of one Bang Cookies Shop. This estimate does not include the estimated initial

investment that you will incur each and every time you develop a Shop under your Multi-Unit Development Agreement, except for your first Shop.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You may only offer and sell the Approved Services and Products. You may only use those products, supplies, equipment, technology systems, and services that we authorize and designate in writing. To ensure that our standards and specifications of quality, service and System development are maintained, you must operate your Shop in strict conformity with the Franchise Agreement and the methods, standards, specifications and sources of supply that we designate and prescribe in the Manuals.

Source Restricted Purchases and Leases – Generally

~~We require that you purchase or lease certain source restricted goods and services for the development and operation of your Shop. Source restricted goods and services are goods and services that must meet our specifications and/or that must be purchased from an approved or designated supplier that may include us or our affiliates. We may designate a supplier, including ourselves or our affiliates, as the exclusive supplier for the System. Our specifications and list of approved and designated suppliers is contained in our Manuals. We will notify you of any changes to our specifications or list of approved or designated suppliers. We may will notify you of these changes in various ways, including written or electronic correspondence, amendments and updates to our Manuals, and other forms of communication. We formulate and modify our standards and specifications for products and services based on our industry experience and our management decisions as to the overall operation and expansion of the System.~~

Suppliers and Supplier Criteria

~~We may designate ourselves and our affiliates as exclusive suppliers of source restricted goods and services. We may designate ourselves or a third party as the sole and exclusive supplier irrespective of the existence of competing suppliers. If, in the Manuals, we do not designate a supplier for a particular item, you will purchase all such products, supplies and services from suppliers who meet our specifications and standards. Currently, we are not and our affiliates are not the only approved suppliers of the source restricted goods and services identified below. Currently no officer of ours owns an interest in any of our designated suppliers.~~

If you want to purchase or lease a source restricted item from a supplier that has not been previously approved or designated by us in writing, you must send us a written request for approval and submit additional information, samples, and testing data that we may request. We ~~may~~ reserve the right to charge you a fee equal to the costs and expenses that we incur in reviewing and evaluating an alternate supplier, product, and/or service requested by you. We may request that you send us samples from the supplier for testing and documentation from the supplier for evaluation. We may also require, subject to our discretion, that we be allowed to inspect the supplier's facilities. We will notify you of our approval or disapproval within a ~~reasonable~~ time not exceeding 60 days after we receive your written request and all additional information and samples that we request. We may, in our sole discretion, withhold our approval. We do not make our procedures or criteria for approving suppliers available to our System franchisees, ~~except that when evaluating the approval of a particular supplier, among other things, we consider: whether the supplier can demonstrate to our reasonable satisfaction the ability to meet our standards, specifications and production requirements, the suppliers quality control, whether or not we are the exclusive supplier of the particular item, whether or not our affiliate or affiliates are the exclusive supplier of the particular item, and whether or not the suppliers approval, in our sole determination, will allow us to advance the overall interests of the System and our company.~~

We estimate that your purchase of goods and services from suppliers according to our specifications, including your purchase of goods or services from our designated exclusive suppliers, to represent approximately 80% of your total purchases and leases in establishing the Franchised Business and approximately 60% of the on-going operating expenses of the Franchised Business. We currently require that you purchase or lease the following source restricted goods and services:

1. Lease – We do not review the terms of the lease for your Shop Location but require that your landlord acknowledge our rights as set forth in the lease agreement rider attached as Exhibit 4 to the Franchise Agreement (the “Lease Agreement Rider”) and that you collaterally assign the lease to us as set forth in the collateral assignment of lease attached as Exhibit 5 to the Franchise Agreement (the “Collateral Assignment of Lease”). We possess the right to disapprove of a proposed lease if the landlord refuses to sign the Lease Agreement Rider in substantially the form set forth in Exhibit 4 to the Franchise Agreement. The Lease Agreement Rider grants certain rights to us, including our right to be notified in the event of a lease default and, potentially, for us to enter the premises of your Shop.

2. System Supplies – Your Shop must maintain an initial and ongoing inventory of System Supplies. You must purchase the System Supplies, as designated by us, from us, our affiliates, and/or our designated suppliers.

3. Furniture and Fixtures – Your Shop must be equipped with branded and unbranded furniture and fixtures that we designate and that meet our standards and specifications. You may purchase unbranded furniture and fixtures from any supplier of your choosing, provided that the furniture and fixtures meet our specifications and standards, which may also include specified manufacturers, brands and models. If the furniture and fixtures that we designate are specified to be branded with the Licensed Marks, then you may only purchase them from our designated exclusive suppliers.

4. Signage – The signage for your Shop must meet our standards and specifications and must be purchased from our designated suppliers.

5. Point of Sale System, and Computer Equipment – Currently you are required to purchase, license and utilize a Square point of sale system with one configured hardware terminal. Additionally, you must purchase and maintain a computer system on-site at your Shop Location. In general, you will be required to obtain a computer system that will consist of certain hardware, software, and peripheral devices such as printers. You will be required to meet our requirements involving back office and point of sale systems, security systems, printers, back-up systems, and high-speed internet access.

6. Credit Card Processing – You must use our designated supplier and vendor for credit card processing which may be integrated with the point of sale system that we designate. Credit card processing fees will, generally, be based on a percentage of all credit card processed Gross Sales.

7. Online Ordering, Customer Rewards, and Gift Cards – You must use our designated supplier and vendor for the ability to access and use online, point of sale integrated, web based, and/or app based, ordering, customer rewards, and/or gift card systems.

8. Branded Items and Marketing Materials – All materials bearing the Licensed Marks (including, but not limited to, stationary, business cards, brochures, apparel, signs and displays) must meet our standards and specifications and must be purchased from either of us directly or our designated suppliers. The cost of All materials bearing the Licensed Marks is included in the Initial Inventory required to be purchased from us or our suppliers. All of your marketing materials must comply with our standards and specifications and must be approved by us before you use them. You may market your Shop through

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Purchase Agreements and Cooperatives

We may, in our discretion, negotiate purchase agreements, including price terms, with designated suppliers for source restricted goods and services on behalf of the System. We may establish preferred vendor programs with suppliers on behalf of some or all of the Shops under the System. We may limit the number of approved vendors and/or suppliers that you may purchase from and we may designate one vendor as your sole supplier. Presently, there are no purchase or supply agreements in effect for source restricted products or services and there are no purchasing or distribution cooperatives that you must join. You will not receive any material benefits for using our designated or approved suppliers.

Our Right to Receive Compensation and Our Revenue from Source Restricted Purchases

We and/or our affiliates may derive revenue or receive rebates, payments and other material benefits from suppliers based on your purchases and we reserve the right to institute and expand rebate programs in the future. As of ~~the Issuance Date of this Disclosure Document~~ December 31, 2023 we have not received revenue, rebates or other material consideration from suppliers from franchisee purchases of source restricted products or services. We do not provide our franchisees with any material benefits based on a franchisee's purchase of particular products or services or use of particular suppliers. We reserve the right to require you to purchase or lease certain items from us or our affiliates. In the event that we do so, we further reserve the right to include a ~~reasonable~~ markup in the price of the products and services we require you to purchase from us or our affiliates.

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ITEM 9
FRANCHISEE’S OBLIGATIONS

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

Table Abbreviations: “FA” – Franchise Agreement; “DA”– Multi-Unit Development Agreement

Obligation	Articles in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	FA: 2.A., 3.A. and 3.B. DA: 2, 5.5 and 5.6	7 and 11
b. Pre-opening purchases and leases	FA: 3 and 8 DA: Not applicable	7 and 8
c. Site development and other pre-opening requirements	FA: 3, 4, 7.F., 7.G., 7.I., 7.J., 8 and 9 DA: 2, 5.5 and 5.6	6, 7 and 11
d. Initial and ongoing training	FA: 4, 7.J., 14.C. and 14.D. DA: Not applicable	11
e. Opening	FA: 2, 3, 4 and 9.B. DA: 2, 3, 4.1, 4.4 and 4.5	11
f. Fees	FA: 3, 4.A., 5, 9, 10, 12, 13, 14, 15, 16 and 18.N. DA: 4, 5.2 and 7.13	5, 6, and 7
g. Compliance with standards and policies/manual	FA: 3, 4, 5, 7, 8, 9, 11, 12 and 13 DA: 2 and 5	8 and 11
h. Trademarks and proprietary information	FA: 6, 7 and 11 DA: 2, 5 and 7.3	13 and 14
i. Restrictions on products and services offered	FA: 3, 4.C. and 7 DA: 2 and 5	8, 11, and 16
j. Warranty and customer service requirements	FA: 7 DA: Not applicable	16
k. Territorial development and sales quotas	FA: 2 and 3 DA: 4	12
l. Ongoing product and service purchases	FA: 3, 4.C., 5 and 7 DA: Not applicable	8
m. Maintenance, appearance and remodeling requirements	FA: 3 and 7 DA: 5	7 and 17
n. Insurance	FA: 8 DA: Not applicable	7 and 8
o. Advertising	FA: 3.F., 4.B., 7.I., 9 and 11 DA: Not applicable	6 and 11
p. Indemnification	FA: 10 and 11.E. DA: Not applicable	6
q. Owner’s participation, management, and staffing	FA: 4, 6 and 7 DA: 2.5 and 6.2	11 and 15
r. Records and reports	FA: 5, 9, 12 and 13 DA: Not applicable	6
s. Inspections and audits	FA: 5, 7.K. and 13 DA: Not applicable	6 and 11

t. Transfer	FA: 14 DA: 6	17
u. Renewal	FA: 15 DA: 3	17
v. Post-termination obligations	FA: 6, 10, 11, 17 and 18 DA: Not applicable	17
w. Non-competition covenants	FA: 6, 17 and 18 DA: Not applicable	17
x. Dispute resolution	FA: 18.F. and 18.G. DA: 7	17
y. Individual guarantee of franchisee obligations	FA: 2.C., 6, 7.J., 14.C., 14.D., 14.E. and 17.C. DA: 2.5 and 6.2	9

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or other obligation.

ITEM 11
**FRANCHISOR’S ASSISTANCE, ADVERTISING,
COMPUTER SYSTEMS AND TRAINING**

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

Pre-Opening Obligations

1. Grant of Franchise – We will grant you the right to operate a Shop at a single Shop Location within a designated territory. (Franchise Agreement, Article 2);
2. Franchise Agreement Designated Territory – Once you secure a Shop Location that we approve, we will define the Designated Territory for your Shop and include the geographic boundaries and/or a description of your Designated Territory within Schedule 1 of the Franchise Agreement. (Franchise Agreement, Article 2 and Schedule 1);
3. Multi-Unit Development Agreement Development Area – If you have entered into a Multi-Unit Development Agreement, we will designate your Development Area. The Shops to be developed by you must be located within the Development Area. Once you select a Shop Location that we approve within the Development Area, within the Franchise Agreement for each respective Shop we will define the Designated Territory and include the geographic boundaries and/or a description of your Designated Territory for each respective Shop. (Multi-Unit Development Agreement, Article 2). Our approval or disapproval of future Shop locations that may be developed under a Multi-Unit Development Agreement will be based on our then current site selection criteria;
4. Manuals – We will provide you with access to our confidential and proprietary Manuals. You must operate the Franchised Business in accordance with the Manuals and all applicable laws, rules and regulations. At all times, we reserve the right to supplement, modify and update the Manuals. (Franchise Agreement, Article 4.C.). ~~As of the Issuance Date of this Disclosure Document~~ As of December 31, 2023, the Manual consists of 182 and the table of contents to the operations manual is attached as Exhibit C to

this Disclosure Document (Franchise Agreement, [Article 4](#)). The major subjects contained in the operations manual consists of establishing, developing, marketing and operating the Franchised Business;

5. [Site Review, Approval and Designated Territory](#) – We will review the proposed site that you select for your Shop and will notify you of our approval or disapproval. Once you select a site that we approve for the location of your Shop, we will designate your Designated Territory. However, if you negotiate and we agree to designate and grant to you a Designated Territory prior to your selection of a Shop, then you must locate your Shop within the Designated Territory and at a site that we approve. You must obtain our approval of your Shop Location. Additional information about site selection is discussed in more detail below in this [Item 11](#);

6. [Approved Suppliers and Distributors](#) – We will provide you with a list of our approved suppliers and distributors, either as part of the Manuals or otherwise in writing. (Franchise Agreement, [Articles 3 and 4](#));

7. [Signs, Equipment, Furniture, and Fixtures](#) – We will provide you with a list of our approved signage, equipment, furniture and fixtures, either as part of the Manuals or otherwise in writing and we will review and approve, in our discretion, your proposed signage, equipment, furniture and fixtures. We do not provide assistance in delivering or installing signs, equipment, furniture, or fixtures. (Franchise Agreement, [Articles 3 and 4](#));

8. [Website and Digital Media](#) – We will identify your Shop on our website. You may not use any websites, web-based media or digital media unless expressly approved by us in writing. We strictly control how you may or may not use websites and digital media and you must assign all website media and digital media accounts to us. (Franchise Agreement, [Articles 3.F. and 9](#)); and

9. [Initial Training](#) – Not less than 45 days prior to the opening of your Shop you or your Managing Owner and one management level employee or Owner must attend and complete our initial training program. We will provide you, and up to one of your designated managers, with training in accordance with our initial training program. (Franchise Agreement, [Article 4](#)). Our current training program is to be attended by you, or if you are a Corporate Entity, your Managing Owner and one Operating Manager at our training facility located in Carlstadt, New Jersey or as otherwise designated by us. The training program takes place over a two week period and is described below in this [Item 11](#) in more detail.

Site Selection

Although you are responsible for selecting a site for your Shop Location you must obtain our approval of your Shop Location. We do not typically own or lease the real property that will serve as your Shop Location and you are responsible for all costs and expenses in locating and evaluating proposed sites and the demographic data associated with your proposed sites. Before you enter into a lease or other agreement for your Shop Location you must obtain our approval. We will provide you with site selection guidelines. If your Franchise Agreement specifies and designates a Designated Territory, your Shop Location must be located within your Designated Territory at a site that we approve. If you sign a Multi-Unit Development Agreement then each Shop Location must be located within the Development Area designated in the Multi-Unit Development Agreement and, as applicable, at sites that we approve within the Development Area. Your rights in your Shop Location must be subordinate to our rights as set forth in the Lease Agreement Rider attached as [Exhibit 4](#) to the Franchise Agreement and the Collateral Assignment of Lease attached as [Exhibit 5](#) to the Franchise Agreement.

Although there is no specified time limit for us to review the proposed site for your Shop Location, we will do so within a reasonable time period, not exceeding 30 days of our receipt of your written request ~~for our review of a proposed site and your submission to us of the information and documentation that we may~~

request. In determining whether to approve or disapprove a proposed site for your Shop Location, factors that we take into consideration include: (a) demographic factors, traffic patterns, parking, building structures, visibility and available sign locations; (b) characteristics of the proposed site; (c) the location of your proposed site relative to your overall Designated Territory and proximity to other Shops, if your Designated Territory was previously designated; (d) the location of your proposed site relative to your overall Development Area and proximity to other Shops, if you signed a Multi-Unit Development Agreement and your Development Area was previously designated; and (e) whether or not the landlord for the Shop Location approves of our Lease Agreement Rider in substantially the same form as contained in Exhibit 4 of the Franchise Agreement.

Within 120 days of signing your Franchise Agreement you must secure a Shop Location and lease that we approve (Franchise Agreement, Article 3.A.). If you do not meet this requirement for any reason, including our disapproval of a proposed shop location and/or your failure to find a suitable shop location that we approve during the 120 day period, we may terminate your Franchise Agreement without refunding any fees to you if you do not cure this default within 30 days of notice from us. It is your obligation to consult with government agencies, architects and legal professionals to evaluate and determine that your Shop Location permits the establishment and operation of the Franchised Business and that you possess the necessary licenses and authority to operate a shop that offers and provides the Approved Services and Products. (Franchise Agreement, Articles 2, 3, 7 and 16).

Time to Open

You may not open your Shop until you have completed our initial training requirements, obtained the necessary licensing and authorization from state and regulatory agencies within your Designated Territory, obtained and provided us with written proof of the required insurance, and have timely secured a Shop Location that we approved.

We estimate that the length of time between the signing of your Franchise Agreement and opening your Shop to be approximately six (6) to nine (9) months. Factors that may affect this estimated time period include: (a) evaluating and selecting a suitable site for your Shop Location; (b) timeliness of your submission to us of information and documentation that we may request in determining whether or not to approve of the site for your proposed Shop Location; (c) length of time taken by you to successfully complete our initial training program; (d) negotiating and obtaining a suitable lease for your Shop Location that is approved by us; (e) obtaining third party lender financing, if necessary; and (f) obtaining the necessary licenses for the operation of your Shop. Other factors that may affect this time period include availability of equipment, delays associated with equipment installation and the construction and/or installation of your leasehold improvements and fixtures. You must open your Shop within nine months from the effective date of your Franchise Agreement, otherwise we may terminate your Franchise Agreement without refunding any fees to you. (Franchise Agreement, Article 3.C.).

Post-Opening Obligations

1. Supplemental Training – We may require that you and your Operating Manager participate in supplemental on-site training that we may designate and require in our discretion. We may provide, in our discretion, supplemental training on-site at your Shop Location. You will be required to pay our then current supplemental training fee, currently \$300 per on-site trainer per day, plus travel expenses, meals and accommodation expenses incurred by us. (Franchise Agreement, Article 4.A.);

2. Initial Training for Replacement Operating Manager(s) – Your Operating Manager must complete, to our satisfaction, our initial training program. We will offer and make available to your replacement Operating Manager our initial training program which must be complete to our satisfaction. The initial

that we designate and approve in writing. ~~In our discretion, we may make available to you approved marketing templates comprised of pre-approved ads, ad copy and digital media that you may utilize at your own expense. If you wish to utilize marketing materials and/or marketing mediums that are not currently approved by us in writing, you may submit a written request requesting permission and we will approve or disapprove of your request within 15 days of your submission of the written request and sample marketing materials.~~We are not required to spend any amount on your behalf on advertising in your designated territory and we are not required to conduct any advertising on behalf of the franchise System or on your behalf. (Franchise Agreement, Article 9);

2. Local Marketing – You are not authorized to engage in any marketing unless it is pre-approved by us, in our discretion. (Franchise Agreement, Article 9.B.). On an on-going calendar year quarterly basis, you must spend not less than 2% of your quarterly Gross Sales on the local marketing of your Shop. We will review your local marketing programs and notify you if we approve same. We will make available to you and provide you with access, in the form of a source document, to our approved marketing campaigns, media, and messaging that may be used by you. In those instances where we provide you with access to our marketing campaigns, we provide you with the source designs, copy, and design specifications. However, you will incur the direct costs associated with customizing, duplicating and using such marketing campaigns and in having them printed, distributed and/or placed with media sources. (Franchise Agreement, Article 9);

3. Digital Media and Website – All digital media and marketing must be approved by us. We will designate for your Designated Territory information about your Shop on the www.bangcookies.com webpage or such other websites as we may designate for the System. (Franchise Agreement, Article 9);

4. Brand Development Fund – We may control and administer a brand development fund (the “Brand Development Fund”) (Franchise Agreement, Article 9.A.). As disclosed in Item 6 of this Disclosure Document, you must contribute a weekly sum not to exceed 2% of weekly Gross Sales to the Brand Development Fund. ~~We may use the Brand Development Fund for market studies, research, service development, product development, testing, research studies, technology development, advertising and public relations studies or services, creative production and printing of advertising and marketing materials, advertising copy and commercials, tracking costs, agency fees, administrative costs, which may include reimbursement for direct administrative and personnel costs associated with advertising and public relations, and any other costs associated with the development, marketing and testing of advertising, marketing and public relations materials, and the purchase of media placement, advertising time and public relations materials in national, regional or other advertising and public relations media in a manner determined by us, in our discretion, to be in the best interest of the franchisees and the System. Our company and/or affiliate owned Shops may but~~Our company and/or affiliate owned Shops are not required to contribute to the Brand Development Fund. The Brand Development Fund will maintain unaudited financial records detailing its expenditures and will make available to you, no more frequently than one time in any 12 month period, an unaudited accounting of how monies contributed to the Brand Development Fund were spent each year. We are not required to segregate the Brand Development Fund from our general operating funds and we are not a fiduciary or trustee of the Brand Development Fund. The Brand Development Fund will not be used to directly promote your Shop or the marketing area in which your Shop will be located. ~~(Franchise Agreement, Article 9.A.). We may use the Brand Development Fund to develop and test various media and technologies for potential use and/or improvement of the operations of Shops and the marketing of Shops. These technology developments and/or improvements may relate, among other things, to our website and to the interaction and potential enhancement of web offerings that may or may not be implemented on behalf of Shops. You may or may not benefit from these technology developments and improvements. The Brand Development Fund will be uniformly imposed upon all franchisees. (Franchise Agreement, Article 9.A.).~~ (Franchise Agreement, Article 9.A.).

~~We may use the Brand Development Fund to compensate ourselves for administrative fees associated with managing the Brand Development Fund and for our internal employee salaries, expenses and overhead associated with or reasonably allocated to managing the activities of the Brand Development Fund and performing services on behalf of the Brand Development Fund including, but not limited to, directing, developing and managing media of the Brand Development Fund. We will not use the Brand Development Fund to directly market the sale of Shops, but may do so indirectly by requiring and including information as to the availability of Shop franchises for sale and contact information for franchise inquiries on and within advertising, marketing and brand development materials, including the System website, developed with the Brand Development Funds.~~

~~We~~As of December 31, 2023, we have not established and do not currently require any contribution a Brand Development Fund therefore, no franchisees have contributed to a Brand Development Fund and none was used to solicit new franchisees sales;

5. Local and Regional Advertising Cooperative – We possess the exclusive right to authorize, establish, designate and de-authorize a local or regional advertising cooperative within those markets that we designate. We will exclusively determine the geographic and other boundaries constituting each respective cooperative and factors that we will consider include media markets including print, television and digital. If we establish a cooperative within a market that includes your Shop you must contribute to the cooperative in such amounts and frequency as determined by the cooperative. Members of the cooperative will be responsible for administering the cooperative, including determining the amount of contributions, marketing expenditures and allocations. However, we may require that cooperative decisions be made based on approval of a simple majority of franchisee members based on one vote per Shop located and a quorum of not less than 25% of the designated franchisee cooperative members. If a cooperative exceeds nine franchisee members we may require that the cooperative establish formal governing documents. Each cooperative must prepare annual unaudited financial statements that must be provided to each cooperative member for review. We reserve the right to form, change, dissolve, or merge any advertising cooperative. If we elect to form a local or regional cooperative or if a cooperative already exists as to the area of your Shop, you will be required to participate in the cooperative in accordance with the provisions of our operations manual which we may supplement and modify from time to time.

~~As of the Issuance Date of this Disclosure Document~~As of December 31, 2023 we have not established any local or regional advertising cooperatives but reserve the right to do so in the future; and

6. Advertising Council – We have not established an advertising council but reserve the right to do so in the future. (Franchise Agreement, Article 9.A).

Computer System

You must purchase, license and use the computer, point of sale, business management, and ordering systems that we designate. Currently, the designated point of sale system that you must license and use is Square and as otherwise designated by us in the Manuals. You must purchase one configured and licensed point of sale hardware terminal. Additionally, you must purchase and maintain a computer system on-site at your Shop Location. Generally, you will be required to obtain a computer system that will consist of certain hardware and software and, among other things, you will be required to meet our requirements for: (a) back office and point of sale systems; (b) security systems; (c) printers and other peripheral devices; (d) archive and back-up systems; and (e) high speed internet access. The initial upfront cost of the point of sale and computer system that you will be required to purchase ranges from \$2,000 ~~to~~for a Satellite Location and \$3,000 for a Bakery Location. You are obligated to install and/or access all required point of sale and software upgrades as recommended by the manufacturer of the computer and the licensor of point of sale

system. You are responsible for hardware repairs or replacement of systems that are no longer covered under warranty. Your estimated costs for the maintenance, repair and updates for the computer and point of sale systems is estimated to not exceed to exceed \$1,500 per year. There are no contractual obligations imposed on us to maintain, repair, update, or upgrade your computer systems. We will have independent access to all of the information and data that is electronically transmitted on your point of sale system and will have access to all data related to the financial performance of your Shop. There are no contractual limitations on our right to access your point of sale system.

Initial Training

If this is your first Shop we will provide initial training for you, or if you are a Corporate Entity, your Managing Owner, plus one designated manager. You or your Managing Owner and your general manager must successfully attend and complete the initial training program to our satisfaction no later than 45 days before the opening of your Shop. The initial training program takes place over an approximate two week period. If more than two individuals attend initial training you will be charged an additional fee per additional persons attending initial training. Although we provide you and your general manager with initial training at no additional fee or charge, you will be responsible for paying for all travel expenses and employee wages that you incur in your initial training attendance and participation. (Franchise Agreement, Article 4). Currently, we provide our initial training program no less frequently than quarterly and on an as-needed basis.

TRAINING PROGRAM

The following chart summarizes the subjects covered in our initial training program:

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction to Bang Cookies	1	0	Carlstadt, New Jersey
Systems and Framework	5	0	Carlstadt, New Jersey
Baking Framework	3	8	Edison, New Jersey
Production Framework	5	16	Edison, New Jersey
Retail Framework	3	8	Edison, New Jersey
Management 101	2	0	Carlstadt, New Jersey
Management 201	2	0	Carlstadt, New Jersey
Training and Maintenance	2	5	Carlstadt, New Jersey
Subtotal Hours	23	37	
Total Hours	60		

Instructional materials that will be used in the initial training process includes our Manuals, live instruction, and handouts. Initial training will be conducted under the direction and supervision of our Regional Retail Manager and COO. The level of experience of our trainers will, at a minimum, include each trainer’s satisfactory completion of our initial training program. In addition to initial training you will also be required to participate in and satisfy all other training programs that we may designate respecting the Franchised Business. (Franchise Agreement, Articles 4 and 7.J.).

After the opening of your Shop we reserve the right to require that you (or your Managing Owner if you are a Corporate Entity) attend a system-wide training program (the “System-Wide Training Program”) that we may establish in our discretion. If we establish a System-Wide Training Program, the program will be offered from our affiliate owned Shop in New Jersey and you will be responsible for all travel and expenses, lodging, food, automobile rental expenses and employee wages that you incur in connection with your

attendance. We will not require your attendance at a System-Wide Training Program for more than a total of five days in any calendar year. Currently, additional training or refresher courses are not required.

ITEM 12 **TERRITORY**

Your Location

Under the Franchise Agreement, we will grant to you the right to develop and operate one Shop at a specific Shop Location. If the location is not known at the time you sign a Franchise Agreement, then your Shop Location is subject to our approval.

Grant of Territory

Once you identify a site that we approve for your Shop Location we will designate an area around your site as your designated territory (the “Designated Territory”). There is no minimum size for a designated territory, the scope and size of your Designated Territory will, generally, be a distance of three miles from the Shop Location in all directions travelable by road, but may be smaller based on population density, demographics, and geographical boundaries. If your Shop is located within a shopping mall or a similar facility with a captive market, your Designated Territory may be limited to the physical boundaries of the mall or facility. Depending on the demographics and geography we may designate your Designated Territory where your Shop is located at the center of the Designated Territory or where your Shop is located elsewhere within the Designated Territory. We may identify your Designated Territory by zip code, boundary streets, highways, county lines, designated market area, and/or other recognizable demarcations.

Relocation

Your right to relocate your Shop is not guaranteed and approval of a request by you to relocate your Shop is completely at our discretion. We evaluate and approve relocation requests on a case-by-case basis and consider factors such as operational history, the location of other Shops, our expansion plans, the designated territory, demographics and other factors that, at the time of a relocation request, are relevant to us.

Establishment of Additional Shops

You do not have the right to establish additional Shops unless you sign a Multi-Unit Development Agreement. If we enter into and sign a Multi-Unit Development Agreement you will have the right to develop a mutually-agreed upon number of additional Shops within a specified Development Area. The size of your Development Area will vary significantly from other franchisees and your right to develop additional Shops under a Multi-Unit Development Agreement will be subject to your timely compliance with the agreed upon development schedule, your compliance with the terms of your Multi-Unit Development Agreement, and your compliance with all other agreements with us and our affiliates, including all Franchise Agreements. Our approval of future Shop Locations and their respective designated territories will be based on our then current site and territory criteria.

Options and Rights of First Refusal to Acquire Additional Franchises

You are not granted any options, rights of first refusal, or similar rights to acquire additional franchises.

Territory Rights

You will not receive an exclusive territory. 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, during the term of the Franchise Agreement, provided that you are not in default of your obligations to us or our affiliates and except as to our Reserved Rights set forth below, we will not establish or open and we will not grant another franchisee the right to establish or open a Bang Cookies Shop at a Shop Location within your Designated Territory.~~

~~We and our affiliates reserve to ourselves the exclusive right on any and all terms and conditions that we deem advisable and, without any compensation or consideration to you (Franchise Agreement, Article 2.D and Multi Unit Development Agreement, Article 2.3), to engage in the following activities (our “Reserved Rights”): (a) operate and grant to others the right to develop and operate Shops and Franchised Businesses using the System and Licensed Marks at locations outside your Designated Territory and, if applicable, Development Area, as we deem appropriate and irrespective of the proximity to your Designated Territory and, if applicable, Development Area; (b) acquire, merge with or otherwise affiliate with one or more businesses of any kind, including businesses that offer and sell products and services that are the same as, or similar to, the Franchised Business, and after such acquisition, merger or affiliation to own and operate and to franchise, or license others to own and operate and to continue to own and operate such businesses of any kind, even if such businesses offer and sell products and services that are the same as or similar to a the Franchised Business (but not utilizing the Licensed Marks) within your Designated Territory and, if applicable, within your Development Area; (c) be acquired by or merge with or otherwise affiliate with one or more businesses of any kind, including businesses that offer and sell products and services that are the same as or similar to the Franchised Business, even if such business or businesses presently or, in the future, own and operate and franchise or license others to own and operate businesses that offer and sell products and services that are the same as or similar to the Franchised Business (but not utilizing the Licensed Marks) within your Designated Territory and, if applicable, your Development Area; (d) use the Licensed Marks and System to distribute the Approved Services and Products offered and sold by the Franchised Business or products and services similar to the Approved Services and Products offered and sold by the Franchised Business in alternative channels of distribution including wholesale, retail, and/or internet based, supermarkets, grocery stores, wholesale stores, internet/web based sales, and other outlets, within or outside your Designated Territory and, if applicable, your Development Area; (e) operate, and grant to others the right to own and operate, a Shops within or at captive market locations including, but not limited to, indoor malls, airports, transportation stations, factories, government facilities, military bases, hospitals, amusement parks, recreational parks or facilities, sports facilities, convention centers, travel centers, schools, colleges and other academic facilities, seasonal facilities, shopping malls, theaters, workplace cafeterias, hotels, and venues where food service is administered or provided as a concession by a master concessionaire, both within and outside your Designated Territory and, if applicable, your Development Area; (f) distribute and sell, at wholesale or retail, the Approved Services and Products both within your Designated Territory and/or Development Area through alternative channels of distribution that includes third party businesses and organizations including, but not limited to, schools, colleges, non profit, and other organizations offering and selling the Approved Services and Products for fundraising purposes; and (g) use the Licensed Marks and System and to license others to use the Lensed Marks and System, to engage in all other activities not expressly prohibited by the Franchise Agreement.~~

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

There are no restrictions on us from soliciting or accepting orders from customers inside your territory. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones you will use under the Franchise Agreement. We do not pay any compensation to you for soliciting or accepting orders from inside your territory.

Soliciting by You Outside Your Territory

You are required to target and direct the marketing of your Shop to customers located within your territory. You may only offer and sell Approved Services and Products from your Shop Location located within your Designated Territory, and only to retail customers. You may not solicit customers outside of your territory using other channels of distribution including but not limited to the Internet to make sales outside of your territory.

Competition by Us Under Different Trademarks

We do not have plans to operate or franchise a business under trademarks different from the Licensed Marks that sells or will sell goods or services similar to those that will be offered by you through the Franchised Business.

ITEM 13 **TRADEMARKS**

Under the terms of the Franchise Agreement, you will be granted a license to use the “Bang Cookies” trademark and those other marks that we designate. ~~We reserve the right to supplement and modify the marks that you may or may not use in connection with the operations of your Shop. You may only use the Licensed Marks as authorized by us in writing and under the terms of your Franchise Agreement. You may not use the Licensed Marks in the name of any Corporate Entity that you establish.~~

Principal Trademarks Registered with the United States Patent and Trademark Office

The principal trademarks identified in the schedule below are a part of the Licensed Marks, our System, are registered with the United States Patent and Trademark Office (the “USPTO”) and, unless otherwise designated by us, will be used by you in the operations of the Franchised Business. As to these marks all required affidavits have been filed with the USPTO.

Mark	USPTO Registration Number	Registration Type	Registration Date
Bang Cookies	6344327	Principal	May 11, 2014/2021

Principal Trademarks Not Registered with the United States Patent and Trademark Office

The following principal trademarks identified in the schedule below are a part of the Licensed Marks, our System, and will be used by you in the operations of the Franchised Business but are not registered with the United States Patent and Trademark Office (“USPTO”). As to each of these principal trademarks:

We do not have a federal registration for each of these principal trademarks. Therefore, the trademarks identified below do not have many legal benefits and rights that are afforded to federally registered trademarks. If our right to use the trademarks (identified below) is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Mark	Serial Number for Registration Application Filed with USPTO Application	Application Type	Application Date
	N/A	N/A	N/A

As to our principal trademarks there are no currently effective material determinations by the USPTO, the Trademark Trial and Appeal Board, any court, or the trademark administrator of any state. There are no pending infringement, opposition or cancellation proceedings and no pending litigation involving our principal marks. We know of no superior rights or infringing uses that could materially affect your use of our principal marks or other related rights in any state. We currently do not have any effective agreements that significantly limit the franchisor’s rights to use or license the use of trademarks listed in this section in a manner material to the franchise.

You are required to provide us with written notice of any claims that you may become aware of respecting the Licensed Marks, including your use of the Licensed Marks and/or any claim associated with a third party's use of a trademark that is identical or confusingly similar to the Licensed Marks. We maintain the exclusive discretion to take any and all actions, or to refrain from any action, that we believe to be appropriate in response to any trademark infringement, challenge or claim. As between us, we possess the sole right to exclusively control any and all litigation, legal proceedings, administrative proceedings and/or settlement(s) involving any actual or alleged infringement, challenge or claim relating to the Licensed Marks. ~~You must sign all documents, instruments and agreements and undertake the actions that we, with the advice of our legal counsel, determine to be necessary or advisable for the protection and/or maintenance of our interests in the Licensed Marks in any legal proceeding, administrative proceeding or as may be otherwise determined by us.~~ As to the foregoing, we will reimburse you for the reasonable out-of-pocket administrative expenses that you incur and pay in complying with our written instructions.

We will protect your right to use the Licensed Marks and other related rights and to protect you against claims of infringement and unfair competition related to the Licensed Marks, provided that you use the Licensed Marks in accordance with the terms of your Franchise Agreement, as designated by us in the Manuals, and, otherwise, as we instruct you. We will indemnify you against direct damages for trademark infringement in a proceeding arising out of your use of the Licensed Marks, provided your use of the Licensed Marks comply with the terms of your Franchise Agreement, the Manuals, our written instructions and, that you have timely notified us of the claim, have given us sole control of the defense and settlement of the claim, and you are in compliance with your Franchise Agreement and, if applicable, Multi-Unit Development Agreement. If we defend the claim, we have no obligation to indemnify or reimburse you with respect to any fees or disbursements of any attorney that you retain.

If any third party establishes, to our satisfaction and in our discretion that its rights to the Licensed Marks are, for any legal reason, superior to any of our rights or of a nature that we believe, in our discretion, that it is advisable to discontinue and/or modify the Licensed Marks, then we will modify and/or replace the Licensed Marks and you must use the substitutions, replacements and/or variations of and/or to the Licensed Marks and use those trademarks, service marks, logos and trade names required and designated by us. In such event, our sole liability and obligation will be to reimburse you for the direct out-of-pocket costs of complying with this obligation, which you must document to our satisfaction, including, by way of example, alterations in signage and replacement of marketing materials.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any rights to, or licenses in any patent or copyrights material to the franchise System. We may copyright advertising materials and design specifications, our Manuals and other written materials and items. We have not applied to the USPTO for the issuance of any patents.

You must keep as confidential our Manuals and any supplements to the Manuals. Our Manuals may take the form of written materials and/or digitally distributed and stored materials and made available to you for use in connection with the Franchised Business. The Manuals contain information about our System, Approved Services and Products, System Supplies, proprietary products, marketing systems, training, and confidential methods of operation. You must use all reasonable and prudent means to maintain the Manuals and the information maintained in the Manuals as confidential and prevent any unauthorized copies, recordings, reproduction, or distribution of the Manuals or the information contained in the Manuals. You must also restrict access to the Manuals to management level employees who sign a confidentiality agreement with you and are required by you to maintain the confidentiality of the Manuals and refrain from distributing or disclosing the Manuals and the information contained in the Manuals. You must provide us

with immediate notice if you learn of any unauthorized use of the Manuals or of the information contained in the Manuals, or any infringement or challenge to the proprietary or confidentiality of the information contained in the Manuals. We will take any and all action(s) or, refrain from taking action, that we determine, in our discretion, to be appropriate. We may control any action or legal proceeding we choose to bring. We need not participate in your defense or indemnify you for damages or expenses in a proceeding involving a copyright or patent. If any third party establishes to our satisfaction, in our discretion, that it possesses rights superior to ours, then you must modify or discontinue your use of these materials in accordance with our written instructions.

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

The Franchise Agreement requires that you or, if you are a Corporate Entity, your designated managing shareholder, member or partner (your “Managing Owner”) be personally responsible for the management and overall supervision of your Shop. Your Managing Owner must complete, to our satisfaction, our initial training program and be approved by us. While we recommend that your Managing Owner personally participate in the day-to-day management and on-site supervision and operations of your Shop, you may hire an operating manager to supervise and manage the day-to-day on-site operations of your Shop provided that your operating manager: (a) meets all of our minimum standards and criteria for managers; (b) completes our initial training program; and (c) signs our confidentiality agreements (an “Operating Manager”). If you hire an Operating Manager as an on-premises manager, we do not require they have equity interest in the your franchised business. At all times, your Shop must be managed and supervised on-site by either a Managing Owner or Operating Manager. If you own and operate multiple Shops then each Shop must be managed and supervised on-site by an Operating Manager.

You and, if you are a Corporate Entity, each of your members, shareholders and/or partners (collectively, “Owners”), must personally guarantee all of your obligations to us under the Franchise Agreement. Each Owner and the spouse of each Owner must personally guarantee your obligations to us under the Franchise Agreement. You and each Owner and spouse must also promise in writing that, among other things, during the term of the Franchise Agreement you will not participate in any business that in any way competes with the Franchised Business, and that for 24 months after the expiration of termination of the Franchise Agreement (with said period being tolled during any periods of non-compliance), neither you nor your Owners and their spouses will participate in any competitive business located within and/or servicing customers located within your Designated Territory and a 25 mile radius surrounding your Designated Territory. Further you will not participate in any competitive business located within and/or servicing customers located within a 10 mile radius of any other Bang Cookies Shop and/or the designated territory of any other Bang Cookies Shop. Your managers and all other employees and agents with access to our confidential information will be required by us to sign a confidentiality agreement.

ITEM 16
RESTRICTIONS ON PRODUCTS AND SERVICES SOLD

You may only sell the Approved Services and Products as specified in the Manuals or otherwise approved by us in writing and may only sell the products and services required by us. We can change the products and services that you must offer, which may include a requirement to participate in fundraising or nonprofit events and programs (“Fundraisers”). If required, Fundraisers may be subject to our standards and specifications or program parameters, such as pricing, as specified in the Manuals from time to time. We reserve the right to designate ourselves as an approved supplier in which we may receive revenue. If you purchase a Bakery Location, we reserve the right to require you to act as a designated supplier for Satellite

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

The Franchise Relationship Under a Single Unit Franchise Agreement

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

Provision	Article in Franchise Agreement	Summary
a. Length of the franchise term	2.B.	The term of your Franchise Agreement is 10 years
b. Renewal or extension of the term	15	If you meet our conditions for renewal you may renew your franchise for one additional 10`year term.
c. Requirements for franchisee to renew or extend	15	To renew your franchise you must be in compliance with the terms of your Franchise Agreement, provide us with 180 days prior written notice of your request to renew, sign our then current form of Franchise Agreement and related agreements for the renewal term, sign a general release in our favor, pay a renewal fee, remodel and upgrade your Shop to meet our standards and specifications, secure and possess the legal right to continue to occupy the premises of your Shop location, and meet all other renewal requirements contained in the Franchise Agreement. Your Owners must be in compliance with their agreements with us, including the Franchise Owner and Spouse Agreement and Guaranty, and they must personally guarantee the terms of your renewal Franchise Agreement which may contain terms materially different from your current Franchise Agreement.
d. Termination by franchisee	16.B.	You may terminate the Franchise Agreement if you are in compliance with its terms, we are in material breach of the Franchise Agreement, and we fail to cure the material breach within 30 days of receiving written notice or, if the breach cannot be cured within 30 days, such period of time that is reasonable to cure the material breach.
e. Termination by franchisor without cause	Not applicable	Not applicable.
f. Termination by franchisor with “cause”	16.A.	We can terminate if you are in default of the terms of the Franchise Agreement.
g. “Cause” defined-curable defaults	16.A.(3), 16.A.(4)	You have 10 days to cure a default where you fail to pay any fees and/or obligations due to us and/or to an affiliate of ours, or if you fail to pay a supplier without, as determined by us, a legal

		is not satisfied within 30 days; you are dissolved; a lawsuit or action is commenced against the Franchised Business to foreclose on a lien on equipment of the Franchised Business and such action is not dismissed after 60 days; and/or real or personal property used by the Franchised Business is sold or levied by a sheriff or other law enforcement officer; and/or you abandon or fail to continuously own and operate the Franchised Business.
i. Franchisee’s obligations on termination/non-renewal	6, 17	You must: pay all sums that you owe to us under the Franchise Agreement and all other agreements with us; cease owning and operating the Franchised Business; cease representing yourself as a franchisee of ours; permanently cease using and/or accessing the System, the Licensed Marks, our confidential information, the operations manual, the Business Management System, the Business Management System Data, and the System Supplies; return the operations manual and all confidential information to us in the original form provided to you and document the destruction of all electronic files related to same; completely de-identify the location and/or facility associated with the Franchised Business; as requested by us, transfer to us all data, telephone listings, digital media, accounts, web listings and websites associated with the Franchised Business; and abide by the post-termination non-competition covenants and restrictions.
j. Assignment of the contract by franchisor	14.A.	No restriction on our right to assign.
k. “Transfer” by franchisee-definition	14.B.	A transfer means and includes, whether voluntary or involuntary, conditional or unconditional, direct or indirect: (a) an assignment, sale, gift, transfer, pledge or sub-franchise; (b) the grant of a mortgage, charge, lien or security interest, including, without limitation, the grant of a collateral assignment; (c) a merger, consolidation, exchange of shares or other ownership interests, issuance of additional ownership interests or securities representing or potentially representing ownership interests, or redemption of ownership interests; and (d) a sale or exchange of voting interests or securities convertible to voting interests, or an agreement granting the right to exercise or control the exercise of the voting rights of any holder of ownership interests or to control the operations or affairs of Franchisee.
l. Franchisor’s approval of transfer by franchisee	14.B.	Transfers require our prior written consent, which may be granted or withheld in our discretion.
m. Conditions for franchisor’s approval of transfer	14.C.	For approval of your transfer, you must provide us with 30 days prior written notice of the proposed transfer; you and your Owners must not have defaulted in your obligations under the Franchise Agreement and all other agreements with us; you and your Owners must be in compliance with your obligations under

		the Franchise Agreement and all other agreements with us; the transferee must agree to be bound by all of the terms and provisions of the Franchise Agreement; the transferee's owners and their spouses must personally guarantee all of the terms and provisions of the Franchise Agreement; you and your Owners and their spouses must sign a general release in favor of us; the transfer must provide for the assignment and/or ownership of the approved location for the Franchised Business, and the transferees continued use and occupancy of such location throughout the term of the Franchise Agreement; the assets of the Franchised Business must be transferred to the transferee; the transferee and the transferee's owners and managers, at the transferee's expense must complete our training programs; we waive our right of first refusal; we approve of the transfer and transferee in writing and subject to our discretion; and you pay the Transfer Fee (subject to applicable state laws).	
n.	Franchisor's right of first refusal to acquire franchisee's business	14.F.	We have the right to match any offer to purchase your Shop or the Corporate Entity operating your Shop.
o.	Franchisor's option to purchase franchisee's business	Not applicable	Not applicable.
p.	Death or disability of franchisee	14.D.	If you are an individual, within 30 days of the death or permanent disability of Franchisee, your executor and/or legal representative must appoint an Operating Manager approved by us and within 60 days of such appointment the Operating Manager must complete, to our satisfaction, our initial training program. Within 12 months of the date of death or disability, the Franchise Agreement must be transferred to a transferee approved by us and otherwise transferred in accordance with the terms of the Franchise Agreement. If the franchisee is a Corporate Entity, within 30 days of the death or permanent disability of your Managing Owner, if there are other Owners, must appoint a replacement Operating Manager approved by us and within 60 days of such appointment the replacement Operating Manager must complete, to our satisfaction, our initial training program.
q.	Non-competition covenants during the term of the franchise	6	No involvement in any competitive business and must comply with confidentiality, non-disclosure and non-solicitation covenants.
r.	Non-competition covenants after the franchise is terminated or expires	6, 17.C.	No involvement, ownership or interest whatsoever for 24 months in any competing business in: your Designated Territory; a 25-mile radius of your Designated Territory; a 10-mile radius of the Designated Territory of any other Shop; and you must comply with confidentiality, non-disclosure and non-solicitation covenants.

s.	Modification of the agreement	18.L.	Requires writing signed by you and us, except for unilateral changes that we may make to the Manuals or our unilateral reduction of the scope of a restrictive covenant that we may make in our discretion.
t.	Integration/merger clauses	18.M.	Only the terms of the Franchise Agreement and schedules to the Franchise Agreement and the respective signed exhibits to the Franchise Agreement are binding, subject to state law. Nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u.	Dispute resolution by arbitration or mediation	18.G.	Except for certain claims for injunctive relief, all disputes must first be submitted to non-binding mediation in Bergen County, New Jersey and, if mediation is unsuccessful, then to binding arbitration in Bergen County, New Jersey. This provision is subject to applicable state law.
v.	Choice of forum	18.G.	All mediation, arbitration and, if applicable, litigation proceedings must be conducted in, or closest to, State court of general jurisdiction that is within or closest to Bergen County, New Jersey. This provision is subject to applicable state law.
w.	Choice of law	18.F.	New Jersey law will govern. However, this provision is subject to state law and as otherwise disclosed in <u>Exhibit I</u> to this Disclosure Document.

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The Franchise Relationship Under a Multi-Unit Development Agreement

THE FRANCHISE RELATIONSHIP

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

Provision	Sections in Multi-Unit Development Agreement	Summary
a. Length of the franchise term	3	Varies depending on the number of Shops to be developed and the Development Area. The agreement commences on the effective date and the term automatically expires at the earlier of the opening of the final Shop required for development, or the last day of the calendar month in which the final Shop was required to be open under the Multi-Unit Development Agreement.
b. Renewal or extension of the term	Not applicable	There is no renewal of the Multi-Unit Development Agreement.
c. Requirements for franchisee to renew or extend	Not applicable	There is no renewal of the Multi-Unit Development Agreement.
d. Termination by franchisee	Not applicable	There is no option for your termination of the Multi-Unit Development Agreement.
e. Termination by franchisor without cause	Not applicable	We can terminate without cause only if you and we mutually agree, in writing, to terminate.
f. Termination by franchisor with “cause”	3.2	We may terminate your Multi-Unit Development Agreement with cause. Your Multi-Unit Development Agreement can be terminated by us if: (a) you abandon your obligations under the Multi-Unit Development Agreement; (b) if you for four consecutive months, or any shorter period that indicates an intent by you to discontinue your development of Shops within the Development Area; (c) if you become insolvent or you are adjudicated bankrupt, or if any action is taken by you, or by others against you, under any insolvency, bankruptcy or reorganization act, or if you make an assignment for the benefit of creditors or a receiver is appointed by you; (d) if you fail to meet your development obligations under the Development Schedule for any single Development Period including, but not limited to, your failure to establish, open and/or maintain the cumulative number of Shops in accordance with Development Schedule; and/or (e) in the event that any one Franchise Agreement is terminated respecting any Shop and/or any other Franchise Agreement

		between you and us.
g. “Cause” defined-curable defaults	Not applicable	Not applicable.
h. “Cause” defined-non-curable defaults	3.2	Your Multi-Unit Development Agreement can be terminated by us if: (a) you abandon your obligations under the Multi-Unit Development Agreement; (b) if you for four consecutive months, or any shorter period that indicates an intent by you to discontinue your development of Shops within the Development Area; (c) if you become insolvent or you are adjudicated bankrupt, or if any action is taken by you, or by others against you, under any insolvency, bankruptcy or reorganization act, or if you make an assignment for the benefit of creditors or a receiver is appointed by you; (d) if you fail to meet your development obligations under the Development Schedule for any single Development Period including, but not limited to, your failure to establish, open and/or maintain the cumulative number of Shops in accordance with Development Schedule; and/or (e) in the event that any one Franchise Agreement is terminated respecting any Shop and/or any other Franchise Agreement with us.
i. Franchisee’s obligations on termination/non-renewal	Not applicable	You lose all rights under the Multi-Unit Development Agreement. There are no renewal rights respecting the Multi-Unit Development Agreement.
j. Assignment of the contract by franchisor	6	There are no restrictions on our right to assign.
k. “Transfer” by franchisee-definition	6	You have no right to transfer the Multi-Unit Development Agreement.
l. Franchisor’s approval of transfer by franchisee	6	You have no right to transfer the Multi-Unit Development Agreement.
m. Conditions for franchisor’s approval of transfer	6	You have no right to transfer the Multi-Unit Development Agreement.
n. Franchisor’s right of first refusal to acquire franchisee’s business	Not applicable	Not applicable.
o. Franchisor’s option to purchase franchisee’s business	Not applicable	Not applicable.
p. Death or disability of franchisee	Not applicable	Not applicable.

q.	Non-competition covenants during the term of the franchise	Not applicable	Not applicable as to Multi-Unit Development Agreement. However, each Shop developed pursuant to Multi-Unit Development Agreement will be subject to non-competition covenants set forth in each respective Franchise Agreement.
r.	Non-competition covenants after the franchise is terminated or expires	Not applicable	Not applicable as to Multi-Unit Development Agreement. However, each Shop developed pursuant to Multi-Unit Development Agreement will be subject to non-competition covenants set forth in each respective Franchise Agreement.
s.	Modification of the agreement	5.3, 7.11	Only by written agreement between you and us or if governing law requires a modification. We can change the form of the Franchise Agreement for future Shops which will not alter your obligations under the Multi-Unit Development Agreement.
t.	Integration/merger clauses	7.12	The Multi-Unit Development Agreement is the entire agreement between you and us relating to the development of the Exclusive Territory. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u.	Dispute resolution by arbitration or mediation	7.5, 7.6	Except for certain claims for injunctive relief, all disputes must first be submitted to non-binding mediation in Bergen County, New Jersey and, if mediation is unsuccessful, then to binding arbitration in Bergen County, New Jersey. This provision is subject to applicable state law.
v.	Choice of forum	7.5, 7.6	All mediation, arbitration and, if applicable, litigation proceedings must be conducted in, or closest to, State court of general jurisdiction that is within or closest to Bergen County, New Jersey. This provision is subject to applicable state law.
w.	Choice of law	7.5, 7.6	New Jersey law will govern. However, this provision is subject to state law and as otherwise disclosed in <u>Exhibit I</u> to this Disclosure Document.

ITEM 18
PUBLIC FIGURES

TikTok influencer "Corey B" is a co-owner of our parent company, investing \$35,000. As a co-owner Corey will assist in our social media advertising and make an appearance at store openings. Corey is not involved in the management or day-to-day operations of the franchisor.

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(g) Labor Cost – means the gross wages paid to employees in connection with the preparation and service of menu items. “Labor Cost” includes gross wages paid to general managers and assistant managers.

(h) Outlet – refers to a Bang Cookies Shop that is either a Company Owned Outlet or a Franchise Outlet, as the context requires.

BASES AND ASSUMPTIONS

The financial information was not prepared on a basis consistent with generally accepted accounting principles. We do not have any Franchise Outlets. Data for our Company Owned Outlet is based on information reported to us by our affiliate. ~~The information in this analysis has not been audited, is based on historical financial data and is not a forecast or projection of future financial performance.~~

COMPANY OWNED OUTLET

During the 2023 Calendar Years we had four total Company Owned Outlets, three were open and operating for the full calendar year. Of those three, the Newark Airport location is a small-scale kiosk that is not indicative of a franchise offering and is therefore excluded. Our two remaining Company Owned Outlets are detailed below:

Table 1

Jersey City (Downtown) 2023		
275 square foot outlet		
	Total	% ¹
Income		
Revenue Retail	\$612,754.77	
Aggregators	\$87,588.79	
Gross Revenue	\$700,343.56	
Prime Costs		
COGS	\$154,075.59	22.00%
Payroll	\$148,168.49	21.16%
Total Prime Costs	\$302,244.08	43.16%
Franchisee Expenses		
Royalty Fee ²	\$42,020.61	6%
Brand Fund ³	\$14,006.87	2%
Net Before Rent & Operational Expenses	\$342,072.00	48.84%
<u>Notes to Table:</u>		
Footnote ¹ - “%” represents the percentage of Gross Revenue.		
Footnote ² - Royalty Fee is equal to 6% of Gross Revenue.		
Footnote ³ – Brand Fund is equal to 2% of Gross Revenue.		

Table 2

Menlo Park 2023		
800 square foot outlet		
	Total	% ¹
Income		
Revenue Retail	\$446,524.08	
Aggregators	\$10,932.98	
Gross Revenue	\$457,457.06	
Prime Costs		
COGS	\$100,640.55	22.00%
Payroll	\$120,644.93	26.38%
Total Prime Costs	\$221,305.48	48.38%
Franchisee Expenses		
Royalty Fee ²	\$27,447.42	6.00%
Brand Fund ³	\$9,149.14	2.00%
Net Before Rent & Operational Expenses	\$199,555.02	43.62%
Notes to Table:		
Footnote ¹ - “%” represents the percentage of Gross Revenue.		
Footnote ² - Royalty Fee is equal to 6% of Gross Revenue.		
Footnote ³ – Brand Fund is equal to 2% of Gross Revenue.		

DISCLAIMER

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

WeOther than the preceding financial performance representations 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 George Kuan, Bang Cookies Franchise LLC at 550 Industrial Road, Unit D, Carlstadt, New Jersey 07072 and 888-834-8885 , the Federal Trade Commission, and the appropriate state regulatory agencies.

Written substantiation of the data used in preparing these sales figures will be made available to you upon reasonable request.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2021 to 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company Owned	2021	2	2	0
	2022	2	3	+1
	2023	3	4	+1
Total Outlets	2021	2	2	0
	2022	2	3	+1
	2023	<u>23</u>	<u>54</u>	<u>+21</u>

TABLE NO. 2
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2021 to 2023

State	Year	Number of Transfers
None	2021	0
	2022	0
	2023	0

**TABLE NO. 3
STATUS OF FRANCHISED OWNED OUTLETS
FOR YEARS 2021 to 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
Pennsylvania	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Totals	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

**TABLE NO. 4
STATUS OF COMPANY OWNED OUTLETS
FOR YEARS 2021 to 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired by Franchisor	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
New Jersey	2021	2	0	0	0	0	2
	2022	2	1	0	0	0	3
	2023	3	2	0	1	0	4
Totals	2021	2	0	0	0	0	2
	2022	2	1	0	0	0	3

	2023	3	2	0	1	0	4
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**TABLE NO. 5
PROJECTED OPENINGS
AS OF DECEMBER 31, 2023**

State	Franchise Agreement Signed but Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
New Jersey	1	0	0
Pennsylvania	0	0	0
TOTAL	1	0	0

Notes to Tables:

~~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 with us 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.

Bang Cookies Corporation owns the company-owned outlets.

Exhibit G to this Disclosure Document contains a list of our then current franchisees as of ~~the end of the Issuance Date of this Disclosure Document.~~ December 31, 2023.

Exhibit H to this Disclosure Document contains a list of franchisees that had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of ~~the Issuance Date of this Disclosure Document.~~ December 31, 2023.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

**ITEM 21
FINANCIAL STATEMENTS**

Attached as Exhibit D are our audited financial statements ~~for~~ from January 19, 2023 to December 31, 2023 and our unaudited financial statements as of September 30, 2024. We were established on January 19, 2023 and our fiscal year ends on December 31. Because we have not been franchising for three years or more, we do not have three years of audited financial statements.

ITEM 22 **CONTRACTS**

Attached to this Disclosure Document or to the Exhibits attached to and comprising the Franchise Agreement attached to this Disclosure Document are copies of the following franchise and other contracts and agreements in use or proposed for use:

Exhibits to this Disclosure Document

Exhibit <u>E</u>	Franchise Agreement
Exhibit <u>F</u>	Multi-Unit Development Agreement
Exhibit <u>I</u>	State Specific Addenda

Schedules and Exhibits to the Franchise Agreement

Schedule <u>1</u>	Location and Designated Territory Acknowledgment
Schedule <u>2</u>	Statement of Franchise Owners
Exhibit <u>1</u>	Franchise Owner and Spouse Agreement and Guaranty
Exhibit <u>2</u>	Confidentiality Agreement
Exhibit <u>3</u>	Site Selection Acknowledgment
Exhibit <u>4</u>	Lease Agreement Rider
Exhibit <u>5</u>	Collateral Assignment of Lease
Exhibit <u>6</u>	Assignment of Telephone Numbers and Digital Media Accounts
Exhibit <u>7</u>	ACH Authorization Form

Schedules and Exhibits to the Multi-Unit Development Agreement

Schedule <u>A</u>	Development Information Sheet
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Individual state law may supersede the provisions contained in your Franchise Agreement and, if applicable, your Multi-Unit Development Agreement respecting the requirement that you execute a general release as a condition to assignment, sale or transfer. See, the state specific addendums contained in Exhibit I of this Disclosure Document.

ITEM 23 **RECEIPTS**

Two copies of a detachable receipt in Exhibit K are located at the very end of this Disclosure Document. Please sign one copy of the receipt and return it to us at the following address George Kuan, Bang Cookies Franchise LLC, 550 Industrial Road, Unit D, Carlstadt, New Jersey 07072. The duplicate is for your records.

[THE DISCLOSURE DOCUMENT ENDS HERE]

List of State Administrators

California

Commissioner of the Department of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013

~~Commissioner of Business Oversight~~

~~2101 Arena Boulevard
Sacramento, CA 95834
1-866-275-2677~~

Connecticut

Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, CT 06103

Florida

Division of Consumer Services
Attn: Business Opportunities
2005 Apalachee Parkway
Tallahassee, FL 32399

Hawaii

Commissioner of Securities
Dept. of Commerce & Consumer Affairs
Business Registration Division
335 Merchant St., Room 203
Honolulu, HI 96813

Illinois

Office of the Attorney General
Franchise Bureau
500 South Second Street
Springfield, IL 62706

Indiana

Indiana Secretary of State
Indiana Securities Division
Franchise Section
302 W. Washington Street Room E-111
Indianapolis, IN 46204

Kentucky

Office of the Attorney General
Consumer Protection Division
Attn: Business Opportunity
1024 Capital Center Drive
Frankfort, KY 40601

Maine

Department of Professional and Financial
Regulations
Bureau of Banking
Securities Division
121 Statehouse Station
Augusta, ME 04333

Maryland

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202

Michigan

Michigan Department of the Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
670 Law Building
PO Box 30213
Lansing, MI 48909

Minnesota

Minnesota Department of Commerce
Securities Division
85 7th Place East, Suite 280
St. Paul, MN 55101

Nebraska

Nebraska Department of Banking and Finance
Commerce Court
1230 O Street, Suite 400
Lincoln, NE 68509

New York

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
212-416-8222

North Carolina

Secretary of State
Securities Division
300 North Salisbury Street, Suite 100
Raleigh, NC 27603

North Dakota

~~Office of North Dakota Securities Commissioner~~
Department
600 East Boulevard, ~~5th Ave.~~ State Capitol
Fourteenth Floor

~~Department~~ Dept. 414
Bismarck, ND 58505 -0510
701-328-4712

List of State Administrators (continued)

Rhode Island

Department of Business Registration
Division of Securities
233 Richmond Street Suite 232
Providence, RI 02903

South Carolina

Office of the Secretary of State
1205 Pendleton Street
Edgar Brown Building, Suite 525
Columbia, SC 29201

South Dakota

Franchise Office
Division of Securities
910 E. Sioux Avenue
Pierre, SD 57501

Texas

Office of the Secretary of State
Statutory Document Section
1019 Brazos Street
Austin, TX 78701

Utah

Utah Department of Commerce
Division of Consumer Protection
160 East Three Hundred South
PO Box 146704
Salt Lake City, UT 84114

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Washington

Department of Financial Institutions
Securities Division
PO Box 9033
Olympia, WA 98507
360-902-8700

Wisconsin

Franchise Office
Wisconsin Securities Commission
PO Box 1768
Madison, WI 53701

Agents for Service of Process

Bang Cookies Franchise LLC,
550 Industrial Road, Unit D, Carlstadt, New Jersey 07072
Attn: George Kuan, CEO

<p><u>California</u> Commissioner of Business Oversight <u>the Department of Financial Protection and Innovation</u> Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013</p> <p>Commissioner of Business Oversight 2101 Arena Boulevard Sacramento, CA 95834 1-866-275-2677</p> <p><u>Connecticut</u> Banking Commissioner Department of Banking Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103</p> <p><u>Hawaii</u> Commissioner of Securities Dept. of Commerce & Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813</p> <p><u>Illinois</u> Illinois Attorney General 500 South Second Street Springfield, IL 62706</p> <p><u>Maryland</u> Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202</p> <p><u>Michigan</u> Michigan Department of Commerce Corporation and Securities Bureau 6546 Mercantile Way Lansing, MI 48910</p> <p><u>Minnesota</u> Commissioner of Commerce of Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101</p>	<p><u>New York</u> Secretary of the State of New York 99 Washington Avenue Albany, NY 12231</p> <p><u>North Dakota</u> North Dakota Securities Department Commissioner 600 East Boulevard Avenue, State Capitol Fifth <u>Fourteenth</u> Floor, Dept 414 Bismarck, ND 58505 -<u>0510</u> Phone 701-328-4712</p> <p><u>Rhode Island</u> Director of Department of Business Regulation 233 Richmond Street, Suite 232 Providence, RI 02903</p> <p><u>South Dakota</u> Director, Division of Securities Department of Commerce and Regulation 445 East Capitol Avenue Pierre, SD 57501</p> <p><u>Virginia</u> Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219</p> <p><u>Washington</u> Securities Administrator Washington Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501</p> <p><u>Wisconsin</u> Wisconsin Commissioner of Securities 345 W Washington Avenue Madison, WI 53703</p>
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THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT.
PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE
ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE
FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT
OR FORM.

control the operations or affairs of Franchisee; and/or (e) the legal and/or equitable transfer and/or sale of an Owners interests and/or voting rights in Franchisee.

SECTION 2 **DEVELOPMENT RIGHTS**

2.1 DEVELOPMENT GRANT AND DEVELOPMENT OBLIGATIONS

Franchisor grants to Franchisee the right, and Franchisee accepts the right and undertakes the obligation to develop Bang Cookies Shops, each to be developed, opened and operated by Franchisee within the Development Area (each, a “Development Shop”), provided that Franchisee develops, opens and operates such Development Shops in strict accordance with the Development Schedule, and, in accordance with the terms and provisions of each respective Franchise Agreement.

The aggregate number of Development Shops (including the First Development Shop) (collectively, referred to as the “Total Development Shops”) that are authorized by this Agreement and required for development, subject to the terms of this Agreement and each respective Franchise Agreement, is set forth and defined in the Development Information Sheet.

The Development Area is and shall constitute the geographic area set forth and identified in the Development Information Sheet.

The Development Information Sheet is attached as Schedule A to this Agreement and is incorporated into and made a part of this Agreement. To be effective the Development Information Sheet must be completed and signed by Franchisor.

Franchisee agrees that Franchisee must: (a) open and commence the operations of each new Development Shop in accordance with the Development Schedule for each respective Development Period, as set forth in this Agreement; and (b) maintain in operation the minimum cumulative number of Development Shops in accordance with the Development Schedule for each respective Development Period. Franchisee agrees that “*time is of the essence*” with respect to Franchisee’s development obligations under this Agreement, and that Franchisee’s failure to comply with the Development Schedule is grounds for immediate termination of this Agreement and, any future development rights granted under this Agreement.

During the Term of this Agreement, provided that Franchisee is in compliance with the terms and provisions of this Agreement including, but not limited to, the Development Schedule, and each respective Franchise Agreement, Franchisor will not open, operate, or license any third party the right to open or operate Bang Cookies Shops within the Development Area. Franchisee agrees that the designated territory for each Development Shop shall be determined by the Franchise Agreement for each respective Development Shops and that, in aggregate, the operating territories for Franchisee’s Development Shops may be smaller than the Development Area.

2.2 LIMITED EXCLUSIVITY AND RESERVED RIGHTS

Except as provided in Section 2.1 of this Agreement, the rights granted in this Agreement are non-exclusive. Franchisor, on Franchisor’s own behalf and on behalf of Franchisor’s affiliates, successors and assigns, reserves all other rights not expressly granted to Franchisee in this Agreement.

2.3 PERSONAL RIGHTS

Franchisee does not and shall not have or possess the right to franchise, subfranchise, license, sublicense and/or otherwise Transfer Franchisee’s rights under this Agreement. The rights and privileges granted and conveyed to the Franchisee in this Agreement may not be Transferred, and, among other things, relate only

to Development Area and subject to the terms and conditions of each respective Franchise Agreement for each Development Shop.

SECTION 3 **TERM AND TERMINATION**

3.1 TERM

This Agreement will be for a term (the “Term”) that commences as of the Effective Date and, unless earlier terminated by Franchisor, will automatically end on the earlier of (a) the last day of the calendar month that the final Development Shop is required to be opened and operating under the Development Schedule, (b) the day the final Shop is open, or (c) the date of termination of this Agreement pursuant to the terms of this Agreement. Upon expiration or termination of this Agreement for any reason, Franchisee will not have any rights within the Development Area other than territorial rights that may have been granted to Franchisee and maintained by Franchisee pursuant to the terms of any and/or each respective Franchise Agreement. The Term may not be renewed or extended.

3.2 TERMINATION BY FRANCHISOR

Franchisor possesses the right, at Franchisor’s option, to terminate this Agreement and all rights granted to Franchisee hereunder, without affording Franchisee with any opportunity to cure such default, effective upon written notice to Franchisee, or automatically upon the occurrence of any of the following events: (a) if Franchisee Abandons Franchisee’s obligations under this Agreement; (b) if Franchisee for four consecutive months, or any shorter period that indicates an intent by Franchisee to discontinue Franchisee’s development of Shops within the Development Area; (c) if Franchisee becomes insolvent or is adjudicated bankrupt, or if any action is taken by Franchisee, or by others against the Franchisee, under any insolvency, bankruptcy or reorganization act, or if Franchisee makes an assignment for the benefit of creditors or a receiver is appointed by the Franchisee; (d) if Franchisee fails to meet its development obligations under the Development Schedule for any single Development Period including, but not limited to, Franchisee’s failure to establish, open and/or maintain the cumulative number of Bang Cookies Shops in accordance with Development Schedule; and/or (e) in the event that any one Franchise Agreement is terminated respecting any Development Shop and/or any other Franchise Agreement between Franchisor and Franchisee.

SECTION 4 **DEVELOPMENT AREA FEE, INITIAL FEES AND DEVELOPMENT SCHEDULE**

4.1 DEVELOPMENT AREA FEE

In exchange for the rights set forth and granted pursuant to the terms of this Agreement, upon execution of this Agreement, Franchisee shall pay to Franchisor a development area fee (the “Development Area Fee”). The Development Area Fee is not refundable.

The amount of the Development Area Fee is set forth in the Development Information Sheet.

Franchisee agrees that the Development Area Fee is not a franchise fee and, that at the time of signing each respective Franchise Agreement, Franchisee shall pay to Franchisor an initial franchise fee and all other fees in accordance with the terms and conditions of each respective Franchise Agreement, except that the initial franchise fee shall conform to the amounts set forth in Section 4.2 of this Agreement. If the then current standard Franchise Agreement to be signed by the Franchisee respecting a Development Shop to be

established and operated by Franchisee specifies an initial franchise fee that is greater than or different from the initial franchise fee specified in Section 4.2, below, then the amount of the initial franchise fee as specified in Section 4.2 shall govern. However, all other terms and provisions of each respective Franchise Agreement, as to each Respective Development Shop, shall take precedence and govern.

4.2 DEVELOPMENT SHOP INITIAL FRANCHISE FEES

The initial franchise fee for each respective Development Shop (the “Development Shop Initial Franchise Fee”), to be developed and operated pursuant to the terms and conditions of each respective Franchise Agreement, shall be comprised of the applicable fixed sums set forth in the Development Information Sheet.

4.3 PAYMENT OF INITIAL FRANCHISE FEES AND FRANCHISE AGREEMENTS

The applicable initial franchise fee as set forth in Section 4.2 of this Agreement for the first Development Shop shall be payable as set forth in accordance with the terms of the Franchise Agreement for Franchisee’s first Development Shop. The applicable initial franchise fees, if any, as may be set forth in Section 4.2 of this Agreement for all other Development Shops authorized by this Agreement, shall be paid in such amounts as set forth in Section 4.2 of this Agreement at the time of signing the Franchise Agreement for each respective Development Shop.

Either prior to or simultaneous to the execution of this Agreement, Franchisee has signed the Franchise Agreement for Franchisee’s first Development Shop. Franchisee’s second Development Shop and all Development Shops thereafter, respectively, are to be developed and operated by Franchisee pursuant to the terms and conditions of Franchisor’s then current Franchise Agreement which Franchisee must sign, on or before the earlier of: (a) The date Franchisee (subject to Franchisor’s approval of the Shop Location) executes a lease for the Shop Location for each respective Development Shop; (b) The date Franchisee (subject to Franchisor’s approval of the Shop Location) enters into a purchase agreement for the real estate for the Shop Location for each respective Development Shop; or (c) six months prior to the date that each respective Development Shop must be open and in operation pursuant to the Development Schedule.

4.4 DEVELOPMENT SCHEDULE

Franchisee agrees that to induce Franchisor to enter into this Agreement, Franchisee agrees to develop, establish and operate Development Shops in strict accordance with the requirements of a development schedule (the “Development Schedule”). The Development Schedule, among other things, sets forth and defines each respective measurement period / measurement periods (each, respectively, a “Development Period”) and the number of Development Shops that Franchisee must establish and open (a “Newly Opened Development Shop(s)”) within the respective Development Period and, the minimum number of cumulative Development Shops (the “Cumulative Development Shops”) that must be open and in operation as of the last day of each applicable Development Period.

The Development Schedule is set forth in the Development Information Sheet.

Franchisee agrees that, as to the Development Shops, Franchisee shall meet the requirements of the Development Schedule including, without limitation, requirements as to the number of Development Shops that must be timely developed, established, open, and in operation by Franchisee within the Development Area and as to each respective Development Period.

California FDD Amendment
Amendments to the Bang Cookies
Franchise Disclosure Document

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

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The earnings claims figure(s) under Item 19 does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

2. Item 17 “Renewal, Termination, Transfer and Dispute Resolution: The Franchise Relationship,” is supplemented by the addition of the following:

A. ~~A.~~ THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT- AT LEAST 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

B. ~~B.~~ The franchisor, any person or franchise broker in Item 2 of the FDD is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such persons from membership in such association or exchange.

C. ~~C.~~ California Business and Professions Code Sections 20000 through 20043 establish the rights of the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

D. ~~D.~~ The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 *et seq.*)

E. ~~E.~~ The Franchise Agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

F. ~~F.~~ The Franchise Agreement requires binding arbitration. The arbitration will occur in New Jersey with the costs being borne by the franchisee and franchisor.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

G. ~~G.~~ The Franchise Agreement requires application of the laws of the State of New Jersey. This provision may not be enforceable under California law.

3. ~~2.~~ Section 31125 of the California Corporations Code requires us to give you a Disclosure Document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

4. ~~3.~~ You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516).

5. ~~4.~~ Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

6. ~~5.~~ Pursuant to California 2023 Corporations Code Book, Section 31512.1 Franchise Agreement Provisions Void as Contrary to Public Policy:

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

- (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
- (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
- (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
- (d) Violations of any provision of this division.

7. Item 6 “Other Fees,” is supplemented by the addition of the following statement: “The highest interest rate allowed by law in the State of California is 10%.”

6. ~~The following URL address is for the franchisor’s website:~~ OUR WEBSITE www.bangcookies.com.

8. ~~OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT www.dbo.ca.gov. FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.~~

9. Item 5 is amended to state:

Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to the franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the State of California due to Franchisor’s financial condition.

Connecticut FDD Amendment
Amendments to the Bang Cookies

2. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

3. THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT AND THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Illinois FDD Amendment

Amendments to the Bang Cookies
Franchise Disclosure Document

DISCLOSURE REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a Franchise Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a Franchise Agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

~~In conformance with Section 41 of the Illinois Franchise Disclosure Act, 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.~~

Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

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.

Indiana FDD Amendment

Amendments to the Bang Cookies
Franchise Disclosure Document

1. Item 8, "Restrictions on Sources of Products and Services," is supplemented by the addition of the following:

Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person,

Maryland FDD Amendment
Amendments to the Bang Cookies
Franchise Disclosure Document

Item 5 is amended to state:

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 addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the multi-unit development agreement opens.

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is supplemented, by the addition of the following:

- A. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
- B. A Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
- C. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.
- D. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).
- E. This franchise agreement provides that disputes are resolved through arbitration. 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 Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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.

AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

AMENDMENT OF FDD DISCLOSURES:

- A. ~~A.~~ Item 5 and Item 7, are amended to state the payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business.
- B. Item 6, “Other Fees”, Not sufficient funds are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.
- C. ~~B.~~ Item 13, “Trademarks”, Item 13 is supplemented by the addition of the following: As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the marks, so long as you were using the marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
- D. ~~C.~~ Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” Item 17 is supplemented by the addition of the following: 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 the Agreement.
- E. ~~D.~~ Item 17 “Renewal, Termination, Transfer and Dispute Resolution,” Item 17 is supplemented by the addition of the following: Item 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.
- F. ~~E.~~ Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

New York FDD Amendment
Amendments to the Bang Cookies
Franchise Disclosure Document

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS

year after that officer or general partner of the franchisor held this position in the company or partnership.

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

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of **Item 17(d)**, titled “Termination by franchisee”:

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

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

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

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

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

North Dakota FDD Amendment
Amendments to the Bang Cookies
Franchise Disclosure Document

1. **Item 5, “Initial fees”**, Item 5 is supplemented by the addition of the following:

Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

Franchisor will not collect any initial fees until all initial obligations owed to the franchisee have been fulfilled by the franchisor.

2. Item 6, “Other Fees”, Item 6 is supplemented by the addition of the following:

No consent to termination or liquidated damages shall be required from franchisees in the State of North Dakota.

3. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” Item 17 is supplemented by the addition of the following:

A. Any provision requiring a franchisee to sign a general release upon renewal of the Franchise Agreement has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

B. Any provision requiring a franchisee to consent to termination or liquidation damages has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

C. Covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust and inequitable. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

D. Any provision in the Franchise Agreement requiring a franchisee to agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee’s business has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation must be agreeable to all parties and may not be remote from the franchisee’s place of business.

E. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

F. Apart from civil liability as set forth in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is unfair to franchise investors to require them to waive their rights under North Dakota Law.

G. Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

H. ~~H.~~ Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

I. Any provision in the Franchise Agreement which requires a franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement has been determined to be unfair, unjust, and inequitable with the intent of Section 51-19-09 of the North Dakota Franchise

Investment Law. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

The following statement is added to the Franchise Disclosure Document and 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.

Rhode Island FDD Amendment
Amendments to the Bang Cookies
Franchise Disclosure Document

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is supplemented by the addition of the following:

A. The Rhode Island Franchise Investment Act, R.I. Gen. Law Ch. 395 Sec. 19-28.1-14 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 the Rhode Island Franchise Investment Act.

B. Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

Virginia FDD Amendment
Amendments to the Bang Cookies
Franchise Disclosure Document

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17(h) is supplemented by the addition of the following:

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 Bang Cookies Franchise Agreement do 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.

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from \$405,370 to \$622,020. This amount exceeds the franchisor's stockholder's equity as of December 31, 2023, which is \$13,810.

Washington FDD Amendment
Amendments to the Bang Cookies
Franchise Disclosure Document

CALIFORNIA FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT

Amendments to the Bang Cookies Franchise Agreement

Pursuant to the CA 2023 Corporations Code Book) and add, verbatim, Section 31512.1 Franchise Agreement Provisions Void as Contrary to Public Policy:

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

- (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
- (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
- (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
- (d) Violations of any provision of this division.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Hawaii State amendment to the Bang Cookies Franchise LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor: Bang Cookies Franchise LLC **Franchisee:**

_____	_____
<u>Signature</u>	<u>Signature</u>
_____	_____
<u>Name and Title (please print)</u>	<u>Name (please print)</u>
_____	_____
<u>Dated</u>	<u>Dated</u>

HAWAII FRANCHISE AGREEMENT AMENDMENT

Amendments to the Bang Cookies Franchise Agreement

In recognition of the requirements of the Hawaii Franchise Investment Law, the undersigned agree to the following modifications to the Bang Cookies Franchise LLC Franchise Agreement (the “Franchise Agreement”), as follows:

1. Sub-Article 14.C.(6). Sub-article 14.C.(6), under the Article section titled “Conditions for Approval of Transfer,” is supplemented by the addition of the following language:

; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee’s favor from the provisions of the Hawaii Franchise Investment Law, shall remain in force; it being the intent of this provision that the non-waiver provisions of the Hawaii Franchise Investment Law be satisfied; and

The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If this Sub-article contains a provision that is

~~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 in a venue outside Illinois.~~

Your rights upon termination and non-renewal of a Franchise Agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

2. Article 18.G. of the Franchise Agreement, and if Franchisee executes a Development Agreement, Article 7.6 of the Development Agreement, under the heading “Choice of Law, Non-Binding Mediation, Binding Arbitration, and Consent to Jurisdiction”, shall be amended by the addition of the following statement added after the end of the last sentence of Article 18.G. of the Franchise Agreement and Article 7.6 of the Development Agreement:

Illinois Addendum: 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 the State of Illinois is void. However, a Franchise Agreement may provide for arbitration in a venue outside Illinois.

Your rights upon termination and non-renewal of a Franchise Agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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.

3. Article 18.K of the Franchise Agreement, and if Franchisee executes a Development Agreement,

4. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act (815 ILCS 705/1 to 705/45) are met independently without reference to this amendment.

5. Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor’s financial condition.

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.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Illinois amendment to the Bang Cookies Franchise LLC Franchise Agreement and, if applicable, the Development Agreement on the same date as the Franchise Agreement and Development Agreement were, respectively, executed.

MARYLAND FRANCHISE AND DEVELOPMENT AGREEMENT AMENDMENT

Amendments to the Bang Cookies Franchise Agreement

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Bang Cookies Franchise LLC Franchise Agreement (the “Franchise Agreement”) and, if Franchisor and Franchisee both sign the Bang Cookies Franchise LLC Multi-Unit Development Agreement (the “Development Agreement”), as follows:

1.

~~Article 14.C5 of the Franchise Agreement, under the heading “Conditions for Approval of Transfer,” subarticle 14.C(6) is supplemented with the addition of the following language:~~

~~1. _____; provided, however, that all rights and causes of action arising in favor of Franchisee from the provisions of the Maryland Franchise Registration and Disclosure Law and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of the Maryland Franchise Registration and Disclosure Law be satisfied. Section 4 of the Multi-Unit Development Agreement is amended to state:~~

~~2. Article 15.B. of the Franchise Agreement, under the heading “Conditions for Renewal,” the subarticle 15.B(8) is supplemented with the addition of the following language:~~

~~; provided, however, that all rights and causes of action arising in favor of Franchisee from the provisions of the Maryland Franchise Registration and Disclosure Law and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of the Maryland Franchise Registration and Disclosure Law be satisfied.~~

~~3. Article 18.G. of the~~

~~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 addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the multi-unit development agreement opens~~

~~2. The Franchise Agreement and, if Franchisee executes a Multi-Unit Development Agreement, Article 7.6 of the Development Agreement, under the heading “Choice of Law, Non-Binding Mediation, Binding Arbitration, and Consent to Jurisdiction,” are amended to state:~~

~~The general release required as a condition of renewal, sale, and/or assignment/transfer shall be amended by not apply to any liability Under the addition of the following statement added to Article 18.G. of the Maryland Franchise Registration and Disclosure law,~~

~~3. The Franchise Agreement and Article 7.6 of the Multi-Unit Development Agreement are amended to state:~~

~~This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee may bring to waive its right to file a lawsuit in Maryland for claims arising under claiming a violation of the Maryland Franchise Registration and Disclosure Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.~~

4. Article 18.I. of the Franchise Agreement and, if Franchisee executes a Development Agreement, Article 7.8 of the Development Agreement, under the heading “Limitations of Claims,” shall be amended by the addition of the following statement added to Article 18.I. of the Franchise Agreement and Article 7.8 of the Development Agreement:

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

5. ~~Article 18 of the Franchise Agreement and, if Franchisee executes a Development Agreement, Article 7 of the Development Agreement, under the heading “Enforcement and Construction,” shall be supplemented by the addition of the following new subarticle 18.Z. to the Franchise Agreement and Article 7.24 of the Development Agreement:~~

~~Nothing in this Agreement should be considered a waiver of any right conferred upon franchisee by the Maryland Franchise Registration and Disclosure Law.~~

~~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.~~

~~A general release required as a condition of renewal, sale and/or assignment or transfer of a Franchise Agreement shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law~~

~~6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.~~

7.6. The Franchise Agreement and Multi-Unit Development Agreement are amended to state:

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.

7. The Acknowledgement Statement in Section 18 of the Franchise Agreement and Section 7 of the Multi-Unit Development Agreement do not apply to Maryland franchisees.

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.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Maryland amendment to the Bang Cookies Franchise LLC Franchise Agreement and, if applicable, the Development Agreement on the same date as the Franchise Agreement and Development Agreement were, respectively, executed.

Franchisor: Bang Cookies Franchise LLC **Franchisee:**

_____	_____
Signature	Signature
_____	_____
Name and Title (please print)	Name (please print)

State Effective Dates

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, 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:

<u>Effective Dates</u>	
California	<u>October 15, 2024</u>
Hawaii	
Illinois	<u>Pending</u>
Indiana	<u>August 15, 2024</u>
Maryland	<u>Pending</u>
Michigan	<u>August 20, 2024</u>
Minnesota	<u>Pending</u>
New York	<u>Pending</u>
North Dakota	<u>Pending</u>
Rhode Island	<u>August 22, 2024</u>
South Dakota	<u>August 15, 2024</u>
Virginia	<u>Pending</u>
Washington	<u>Pending</u>
Wisconsin	<u>August 15, 2024</u>

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.

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Bang Cookies Franchise LLC
RECEIPT

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

If Bang Cookies Franchise LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate of ours in connection with the proposed franchise sale, of sooner if required by applicable law.

Applicable state laws in New York and Rhode Island require that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements 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 signing of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state administrator identified Exhibit A of this Disclosure Document. We authorize the respective state agencies identified in Exhibit B of this Disclosure Document to receive service of process for us in the particular state.

The Issuance Date of this Disclosure Document is: May 17, 2024

The franchise sellers for this offering are:

Name	Principal Business Address	Telephone Number
George Kuan	550 Industrial Road, Unit D, Carlstadt, New Jersey 07072	888-834-8885

I received a Disclosure Document issued on _____ May 17, 2024 that included the following exhibits:

A. List of State Administrators	G. List of Franchisees
B. List of Agents for Service of Process	H. List of Franchisees Who Have Left the System
C. Operations Manual Table of Contents	I. State Specific Addenda
D. Financial Statements	J. State Effective Dates
E. Franchise Agreement	K. Receipts
F. Multi-Unit Development Agreement	

Date

Print Name

Signature

Date

Print Name

Signature

Please sign this copy of the receipt, date your signature, and return it to Bang Cookies Franchise LLC, 550 Industrial Road, Unit D, Carlstadt, New Jersey 07072.