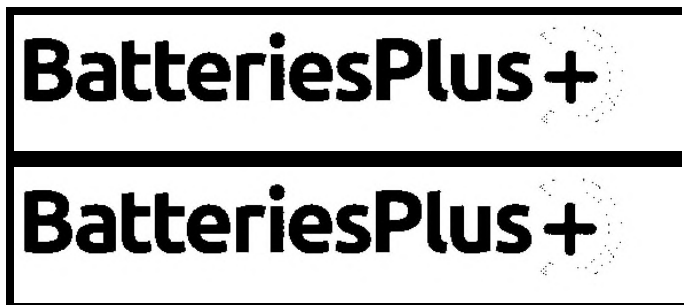


FRANCHISE DISCLOSURE DOCUMENT



BATTERIES PLUS, L.L.C.
A Wisconsin Limited Liability Company
1325 Walnut Ridge Drive
Hartland, WI 53029
(262) 912-3000
www.batteriesplus.com
www.batteriesplusbulbs.com

Batteries Plus, L.L.C. offers individual and multiple unit franchises for the operation of Batteries Plus® stores (“Stores”), selling batteries, light bulbs, and related items, and offering device repair and related services, to commercial accounts and retail customers.

The total investment necessary to begin operation of a Store is from \$252,286 to \$493,836. This includes \$139,468 to \$189,468 that must be paid to us or our affiliates. If you sign a Multiple Unit Franchise Agreement, you also must pay us \$15,000 for each Store you commit to develop.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Tiffanie Knapp, at 1325 Walnut Ridge Drive, Hartland, Wisconsin 53029, (262) 912-3000.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. 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, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: March 29, 2024, as amended October 9, 2024

Chief Business Operating Officer: Jon Sica

~~Mr. Sica has held various positions at Batteries since April 2019, including that of Chief Business Officer since October 2021.~~

Vice President, Category Management: Shawn Budiae

~~Mr. Budiae has held various positions at Batteries since December 2009~~April 2019, including that of ~~Vice President, Category Management~~Chief Operating Officer since ~~November 2017~~March 2024.

Vice President, Product Management: Danyelle Kukuk

~~Ms. Kukuk has held various positions at Batteries since May 2008, including that of Vice President, Product Management since November 2017.~~

Chief Retail Officer: Byrne Doyle

Mr. Doyle has been our Chief Retail Officer since June 2024. From June 2018 to December 2023 he was the Chief Operating Officer for Wireless Vision in Bloomfield Hills, Michigan.

Chief Technology Officer: Kranthi Kumar Reddy Malreddy

Mr. Malreddy held various positions at Batteries since July 2006, including that of Chief Technology Officer since July 2020.

Vice President, Supply Chain and Logistics: James M. O'Neil

Mr. O'Neil has been our Vice President, Supply Chain and Logistics since April 2018. From May 2005 to April 2018, he was the Division Vice President of Spectrum Brands, Inc. in Madison, Wisconsin.

Chief Supply Chain Officer: Kirtis Hill

Mr. Hill has held various positions at Batteries since June 2019, including that of Chief Supply Chain Officer since January 2024 and Chief Retail Growth Officer from March 2021 until September 2023. From July 2017 to June 2019, he was the Director, Strategy and PMO for Whataburger in San Antonio, Texas.

Chief Commercial Officer: Scott O'Farrell

Mr. O'Farrell has been our Chief Commercial Officer since September 2023 and our Vice President — Commercial Sales from June 2019 until September 2023. From September 2018 to June 2019, he was the Vice President of Sales for TrackX in Denver, Colorado.

Chief Development Officer: Joseph Malmuth, CFE

Mr. Malmuth has held various positions at Batteries since May 2020, including that of Chief Development Officer since January 2024, Chief Franchising Officer from September 2022 until December 2023 and the Vice President Franchise Development from March 2021 until September 2022. From March 2019 through April 2020, Mr. Malmuth was the DVP of Franchise Relations for Now Optics, LLC in Palm Springs, Florida.

Chief Marketing and Merchandising Officer: Derek Detenber

~~Mr. Detenber has been our Chief Marketing and Merchandising Officer since February 2022. From May 2018 to October 2021, Mr. Detenber was the Chief Marketing Officer for Craft Revolution, LLC dba Artisanal Brewing Ventures in Charlotte, North Carolina.~~

Director of Franchise Relations: Scott Buchalter

Mr. Buchalter has served as our Director of Franchise Relations since January 2022. From March 1999 through April 2020, Mr. Buchalter was employed by Wyndham Hotel Group or its affiliates in Parsippany, New Jersey, including as Vice President, Brand Operations from May 2018 until April 2020.

Vice President of Store Development and Training: Jason Edward Moss

Mr. Moss has been our Vice President of Store Development and Training since September 2023 and was our Real Estate Project Manager from November 2019 until September 2023. From April 2017 to November 2019, Mr. Moss was the Real Estate Environmental Hazards Project Manager for R&R Environmental in Sandy, Utah.

Global Vice President of ~~Franchise~~ Development: Victor Daher

Mr. Daher ~~has been~~ is our Global Vice President of Franchise Development since September 2022 ~~and 2024~~. Prior to this, Mr. Daher was our Vice President of Franchise Development from September 2023 to September 2024 and Director of Franchise Development from December 2019 until September 2023. From January 2015 to December 2019, Mr. Daher held various positions at United Franchise Group in West Palm Beach, Florida, including that of Regional Vice President from January 2017 to December 2019.

~~Managing Director~~ Vice President of Franchise Development: Brandon Mangual

Mr. Mangual has been our Vice President of Franchise Development since September 2024. Prior to this, Mr. Mangual was our Managing Director of Franchise Development ~~since~~ from September 2022 until September 2024 and was our Associate Director of Franchise Development from January 2019 until September 2022.

Vice President of Commercial Sales: Rob Heil

Mr. Heil has been our Vice President of Commercial Sales since January 2024 and was our Sr. Director of Commercial Sales from January 2022 until December 2023. Mr. Heil was National Account Business Development Executive with us from October 2021 until December 2021. From October 2014 to September 2021, Mr. Heil held various sales & leadership positions at ORS Nasco in Tulsa, Oklahoma, including that of National Accounts and Business Development Manager.

Senior Director of Sales Effectiveness: Peter Bong

Mr. Bong has been our Senior Director of Sales Effectiveness since January 2024 and was our Director of Sales Effectiveness from January 2022 until December 2023. From May 2019 to December 2022, Mr. Bong held various positions at Batteries Plus including Regional Sales Manager, Outbound Commercial Sales Representative and Commercial Sales Effectiveness Coach.

ITEM 3

~~In re Arbitration between Batteries Plus, LLC v. Paul Bienvenu et al, American Arbitration Association Case No. 01-23-0003-6727 (commenced August 21, 2023). Batteries Plus filed a Demand for Arbitration in August 2023, to collect unpaid amounts due to Batteries Plus from Respondents (former franchisees) arising out of Respondents' purchase of multiple Stores in a series of transactions between November 2021 and September 2022. The various agreements between Batteries Plus and Respondents created payment obligations that Respondents have breached resulting in amounts owed of approximately \$987,000 plus interest, together with Batteries Plus's costs, expenses and attorneys' fees. In March 2023, Batteries Plus and Respondents entered into a Mutual Termination Agreement under which Respondents granted a general release of claims and were granted a limited time to transferred the Stores and pay amounts owed to Batteries Plus. In response to Batteries Plus's claims in arbitration, Respondents submitted an Answer and Counterclaim in November 2023, alleging that Batteries Plus forced Respondents to purchase expired or near expired product in order to offload unwanted and unsellable goods. Respondents have claimed damages in an unknown amount for the alleged loss of their investment. Batteries Plus denies Respondents' allegations and has asserted as a defense that the Mutual Termination Agreement signed by Respondents included a general release of claims. Based on that defense, Batteries Plus intends to file a Motion for Summary Judgment dismissing the Respondents' Counterclaim. The parties have selected an arbitrator and are engaged in discovery. The final hearing in the Arbitration is scheduled for May 2024.~~

Pending

Ashwant Singh et al v. Batteries Plus, LLC et al, United States District Court for the Eastern District of California, Case No. 2:24-cv-00223; AAA Case No. 01-23-0005-9286 (commenced December 14, 2023). Plaintiff, a former Batteries Plus franchisee who operated a single Store in Fairfield, California, filed this action against Batteries Plus in California Superior Court — County of Solano, alleging breach of the franchise agreement and the implied covenant of good faith and fair dealing, violation of the California Franchise Investment Law, fraud and misrepresentation. Plaintiff alleges that Batteries Plus failed to provide Plaintiff with a "protected area" and prevent another franchisee from soliciting and servicing customers in Plaintiff's "market area," and made misrepresentations related to the initial investment information in Batteries Plus's FDD and revenue projections for the Store. Plaintiff seeks to rescind the Franchise Agreement and has demanded approximately \$629,000 in damages, plus costs and attorneys' fees. In December 2023, Batteries Plus filed a Demand for Arbitration against Plaintiff seeking to recover lost future franchise fees in the approximate amount of \$281,000, and subsequently sought and obtained a removal of the case to United States District Court. In January 2024, Plaintiff filed an Objection to the Demand for Arbitration, an Answering Statement, and a Counterclaim, asserting the same claims that Plaintiff asserted in the state court case that Batteries Plus removed to federal court. The hearing on Batteries Plus's Motion to Dismiss and Compel Arbitration was held in March 2024 and, as of the date of this Disclosure Document, the court has not yet ruled on that motion.

Franchisor-Initiated Litigation Against Franchisees in the Last Fiscal Year:

In re Arbitration between Batteries Plus, LLC v. Paul Bienvenu et al, American Arbitration Association Case No. 01-23-0003-6727 (commenced August 21, 2023). Batteries Plus filed a Demand for Arbitration in August 2023, to collect unpaid amounts due to Batteries Plus from Respondents (former franchisees).

Other than as described above, no litigation is required to be disclosed in this Item.

We also offer existing franchisees who have been operating a Store for a minimum of 36 months, and who are in good standing under their Franchise Agreement(s), the opportunity to enter into a Franchise Agreement for one additional Store during the initial term of their first Franchise Agreement for a discounted Initial Franchise Fee of \$15,000; provided that they open the Store within 12 months following the date of the Franchise Agreement. A franchisee that pays a discounted fee under these circumstances would not be eligible for an extension of their opening date.

In addition to the Initial Franchise Fee, you will pay us a “Retail Management System” access and development fee that includes access to the designated software, and licenses for the store web security software, network Retail Management System connectivity fee, and anti-virus software protection. (See “Retail Management System” under Items 7 and 11 for further information.) The Retail Management System access and development fee and related expenses that you currently must pay us is \$38,968. You also must pay us a fee of \$10,000 for access to the “Omni-Channel Program.” We may waive this fee upon renewal for certain franchisees who had signed a Franchise Agreement by March 15, 2015. The Omni-Channel Program is designed to promote the sale of products and services through one or more electronic channels of distribution. You must pay the then-current amount of these fees on or before the date you open your Store for business. These fees are not refundable under any circumstances.

Franchisees purchase most of the initial inventory of batteries, light bulbs and related products, and device repair products from Ascent (although such products may be available from other sources). The inventory costs for items you purchase from Ascent range from \$57,500 to \$74,000. After you open your physical Store, we will issue you a one-time credit of \$3,500 towards your new store order within 30 days of the Store’s opening. Separately, you must pay Ascent approximately \$5,000 to \$6,000 for certain Store signage, point of purchase materials, supplies and related items. Finally, you must purchase some of your equipment from Ascent. The equipment costs will range from approximately \$6,000 to \$9,000.

In addition, you must pay a non-refundable New Store Marketing Campaign contribution of up to \$7,000 as we determine. You pay this contribution to us and to our designated vendors, as we direct. The New Store Marketing Campaign contribution will be due as we direct, beginning before you open your Store and continuing for up to 180 days following Store opening. We and the vendor will use the New Store Marketing Campaign contribution to conduct local Store opening promotions in your market.

If an existing franchisee refers a prospective franchisee to us who ultimately purchases a franchise for a Store and otherwise satisfied the terms of our franchisee referral program, we currently pay the referring franchisee a referral fee of \$5,500. We may discontinue this referral program or change the amount of the referral fee at any time.

ITEM 6

OTHER FEES

Type of Fee	Amount (See Note 1)	Due Date	Remarks
Royalty and Service Fee	5% of total Net Revenues on all products and services (See Note 3)	Payable monthly by electronic funds transfer on or before the 10 th day of the month following month in which sales were made.	See Note 2

Type of Fee	Amount (See Note 1)	Due Date	Remarks
Optional Resale Marketing Assistance Fee	Currently, \$1,200 for a Launch Fee and \$7,500 for a Resale Marketing Fee	Launch Fee is payable when you engage with the program; Resale Marketing Fee is payable when Store is sold	See Note 14

Notes:

- (1) Except where otherwise noted, all fees are payable to us, are non-refundable, and are uniformly imposed.
- (2) “Net Revenues” generally means the aggregate amount of all sales of goods and services (including service charges in lieu of gratuity), whether for cash, on credit or otherwise, made or provided in connection with the Store, but excluding taxes paid or accrued by you.

If you begin operating the Store by offering commercial sales activities after you successfully complete commercial sales training, including soliciting and servicing commercial accounts, by December 30, 2024, we will waive the Royalty and Service Fee for the 12 month period after you begin commercial sales activities. In addition, if you achieve at least \$550,000 in Net Revenues during such 12-month period, we will waive the Royalty and Service Fee for the subsequent 12 month period as well.

- (3) We have elected, at our option, to periodically provide to select franchisees that joined the System before April 2011 and met certain other conditions a rebate of a portion of the Royalty and Service Fees in excess of 4% of Net Revenues. These franchisees generally include multi-unit franchisees, each of which satisfy certain minimum cumulative annual Net Revenues or certain minimum average annual unit Net Revenues, and other franchisees that satisfy certain minimum average annual unit Net Revenues. For calendar year 2024, multi-Store franchisees must satisfy either the minimum annual cumulative Net Revenue amount of \$12,717,970 or the minimum average annual unit Net Revenues of \$2,472,938; and single Store franchisees must satisfy the minimum annual Net Revenue of \$2,119,661.
- (4) We will determine future Digital Marketing Program Contributions, provided that the Digital Marketing Contribution will not exceed the greater of 3% of Net Revenues or the “Minimum Store Promotion Requirement.”
- (5) The term “Minimum Store Promotion Requirement” means: (i) during the first calendar year (or portion thereof) following the Store opening date, a pro rata amount of \$20,000 based upon the number of weeks during the calendar year in which the Store was in operation; and (ii) during the first full and each subsequent calendar year during the term of the Franchise Agreement, the greater of 4% of your Store’s Net Revenues (based on Store Net Revenues for the previous calendar year) or \$20,000. When the Store opens, you will pay us \$20,000 as your initial Minimum Store Promotion Requirement and we will apply those funds towards your Digital Marketing Program contributions. Once such amounts are used, you will pay your Digital Marketing Program contributions monthly. If you do not satisfy the Minimum Store Promotion Requirement for a calendar year, you must deposit with us the difference between the amount of the Minimum Store Promotion Requirement and the amount you actually spent during the calendar year on qualifying advertising or promotional activities. Franchisor will deposit that amount in the NMF Fund (see Item 11 for further discussion).

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

Under Section I below, we have provided merchandise margin and percentage of net revenue in total and by customer type based on franchised - owned Stores. Under Section II below, we have provided an unaudited statement of net revenue by performance for franchised and company-owned Stores. Under Section III below, we have provided unaudited statements of net revenue, expenses, and EBITDA for company-owned Stores. Under Section IV below, we have provided data regarding our sales achievement recipients and qualifying factors. The information below is based on performance during the period from January 1, 2023 through December 31, 2023 ("2023 Fiscal Year"). Information for franchise-owned Stores has been taken from their respective Retail Store Management systems. We have not audited or verified these reports nor have we asked questions of the submitting franchisees to determine whether they are in fact accurate and complete, although we have no information or other reason to believe that they are unreliable. We do not know whether the information was prepared consistent with generally accepted accounting principles.

I. January 1, 2023 to December 31, 2023 Unaudited Statement Of Average Merchandise Margin, Net Revenue Percentage Increase, And Percentage Of Net Revenue By Customer Type of Franchised Stores

The following statements are based on information reported by all franchise-owned Stores in operation during the 2023 Fiscal Year. There were 606 total franchised Stores open as of December 31, 2023. Of these Stores, 1 is a small market test store that we currently do not offer under this Disclosure Document, 55 Stores temporarily closed, were not open 350 or more days, or were not open the minimum required hours during the 2023 Fiscal Year, and 15 Stores began offering commercial sales at the end of 2023 but did not open the brick and mortar store in 2023. The remaining 535 franchised Stores are referred to as "All Stores". Of the 535 All Stores, there were 520 franchise-owned Stores that were in operation for the entire 2023 Fiscal Year (the "Same Stores"). The Same Stores do not include 4 Stores acquired by our affiliates during the 2023 Fiscal Year, 29 Stores that closed during the 2023 Fiscal Year or 15 new Stores that opened during 2023 Fiscal Year.

A. Statement of Average Merchandise Margin for Same Stores

This statement includes information on the average Merchandise Margin percentage for Same Stores for both retail and commercial customers for the 2023 Fiscal Year. This statement includes information from Same Stores only (520).

2023 Same Store Merchandise Margin		
Stores	Merchandise Margin Percentage	Customer Type
520	51.5%	Retail and Commercial

gas, insurance, and repairs), samples, service charges, supplies, postage, employee welfare, bad debt expense, donations, dues and subscriptions, payroll processing, human resources/personnel, IT support and repairs, banking fees, legal fees, tax preparation, accounting, bookkeeping, business meals and entertainment, utilities, janitorial services, waste removal services, Key Account Program administrative fees and commissions, meetings, printed selling materials, tools and small equipment, travel, uniforms, depreciation and amortization expenses, and all other miscellaneous expenses.

The company-owned stores included in Item 19 are substantially similar to the Stores for which we are offering franchises in this disclosure document, and their products and services are the same as those offered and sold by franchised Stores. These company-owned stores reflect a wide range of demographics and business conditions found in urban, suburban and single store markets.

IV. Sales Achievement Recipients for the 2023 Fiscal Year.

A. Sales Achievement Club Level Recipients

The Sales Achievement Awards are presented annually to franchise owners whose Stores were in operation as of the end of the previous fiscal year and meet defined Net Revenue thresholds during the previous fiscal year. These awards are divided into three club levels based on the Store's Net Revenues in the previous fiscal year:

- **President's Club:** Awarded to franchised Stores with annual Net Revenue between \$1 million and \$1.49 million.
- **Platinum Club:** Awarded to franchised Stores with annual Net Revenue between \$1.5 million and \$1.9 million.
- **Diamond Club:** Awarded to franchised Stores with annual Net Revenue of \$2 million or more.

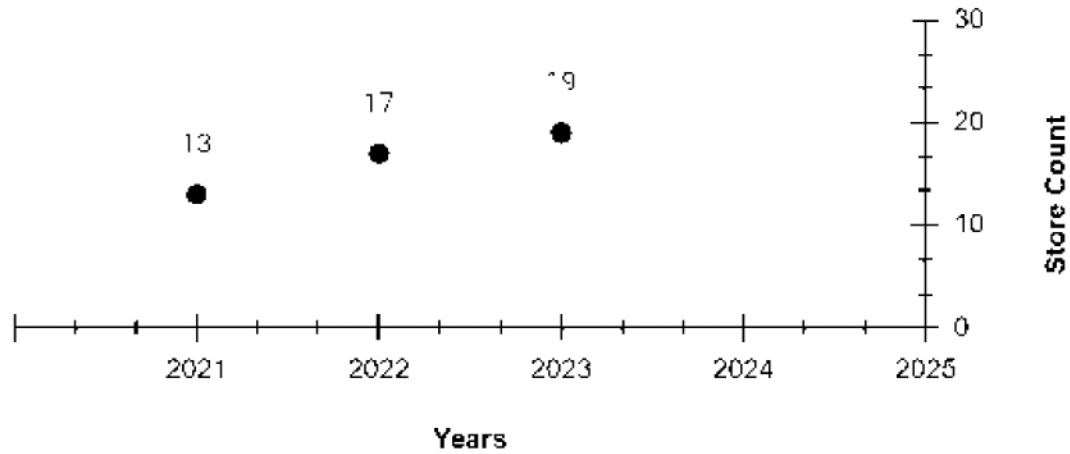
"All Other Franchised Stores" refers to those franchise Stores in operation as of the end of the fiscal year that did not receive a Sales Achievement Award.

Franchise owners may receive recognition for multiple Stores that qualify, with awards being presented in the calendar year following the close of the fiscal year in which the Net Revenue was achieved. Additionally, Stores may be recognized for achieving top sales in specific categories, with one award given per category. The following tables and charts detail the awards presented in 2022, 2023, and 2024 for achievements earned in the respective prior fiscal years.

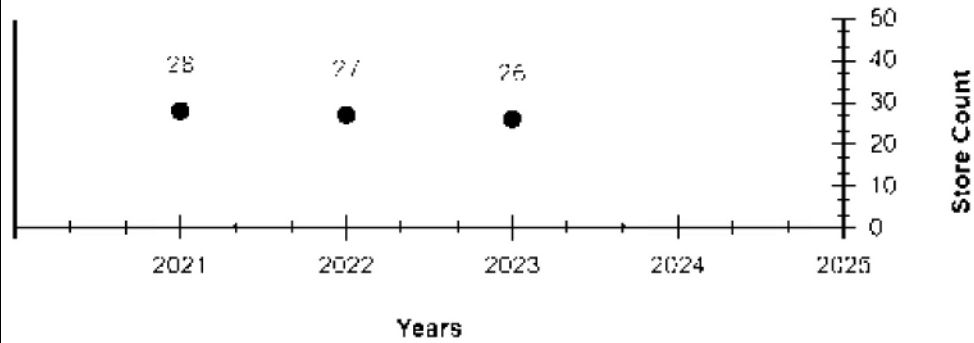
Sales Achievement Club Level Store Count for 2021, 2022, and 2023

<u>Year of Net Revenue</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<u>Diamond Club (\$2M+ in Net Revenue)</u>	<u>13</u>	<u>17</u>	<u>19</u>
<u>Platinum Club (\$1.5M-\$1.9M in Net Revenue)</u>	<u>28</u>	<u>27</u>	<u>26</u>
<u>Presidents Club (\$1M-\$1.49M in Net Revenue)</u>	<u>50</u>	<u>52</u>	<u>114</u>
<u>All Other Franchised Stores</u>	<u>499</u>	<u>513</u>	<u>447</u>

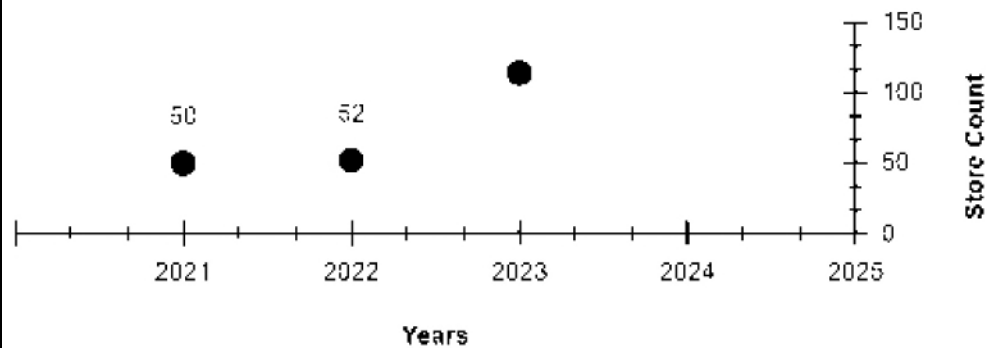
Diamond Club Award: \$2m+ in Sales



Platinum Club Award: \$1.5m-\$1.9m in sales



Presidents Club Award: \$1m-\$1.49m





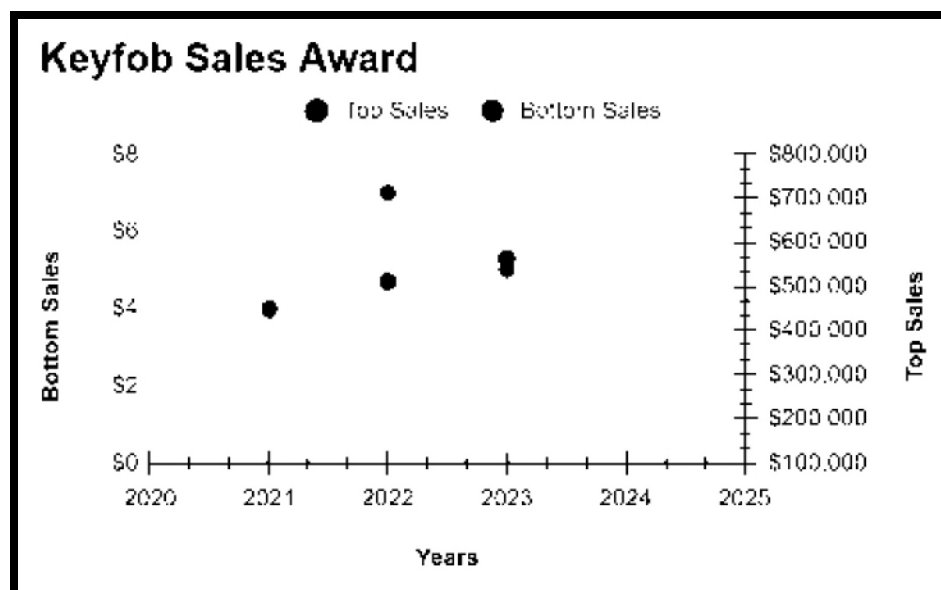
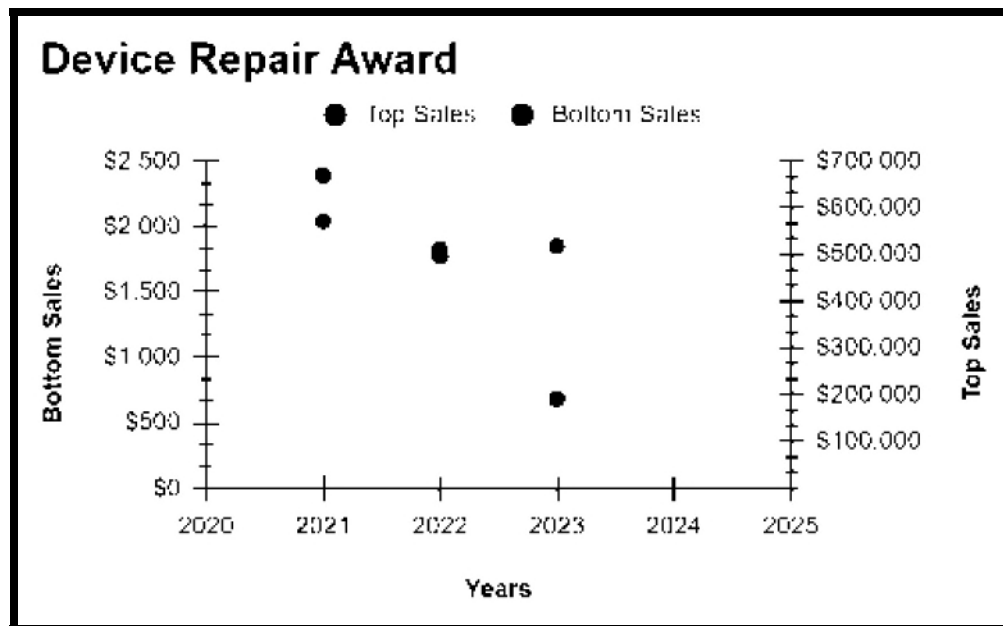
B. Sales Achievement Individual Category Recipients

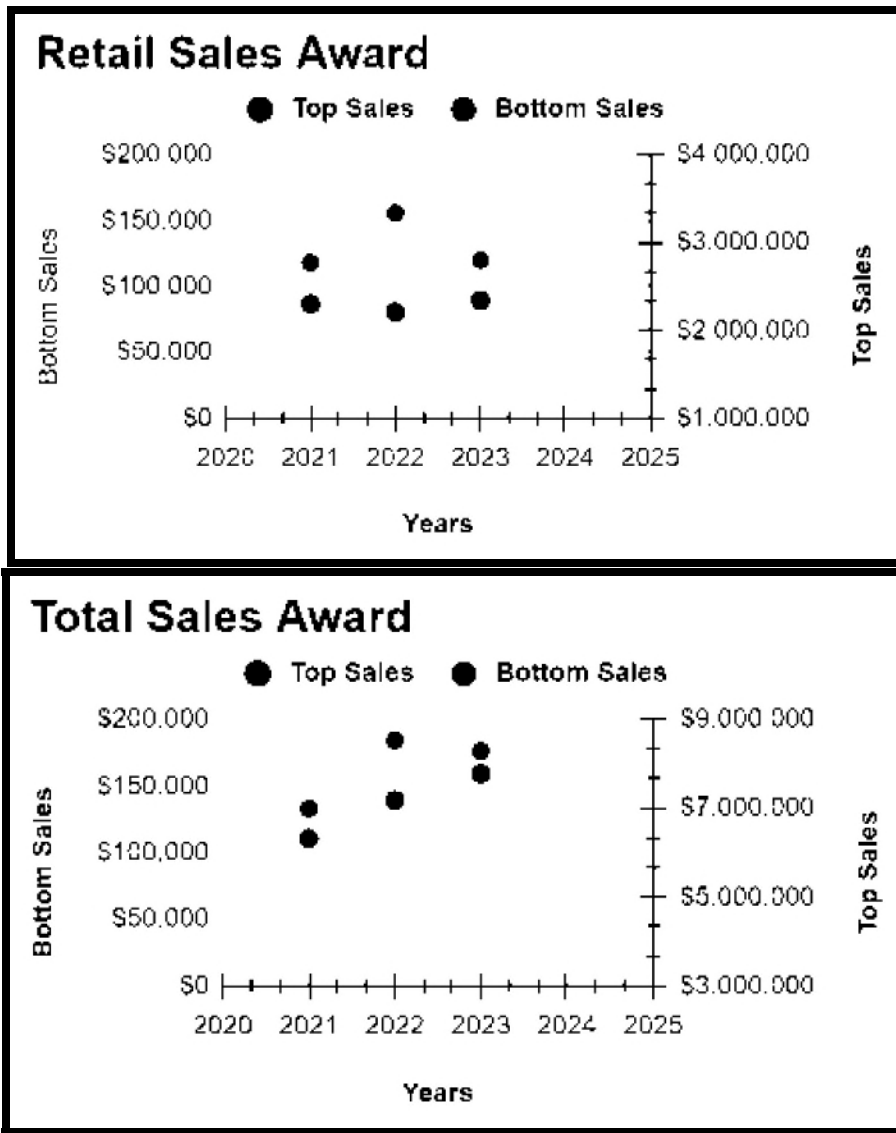
The Sales Achievement Individual Categories are presented annually to franchise owners whose Stores were in operation all of the applicable fiscal year and hit the highest Net Revenue for each of the categories described below. The following tables and charts detail the highest and lowest Net Revenue for each category in 2021, 2022, and 2023.

Sales Achievement Category
Top & Bottom Net Revenue for Individual Stores for Years 2021-2023

<u>Year</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<u>Top Device Repair Net Revenue</u>	<u>\$571,636</u>	<u>\$511,453</u>	<u>\$517,505</u>
<u>Bottom Device Repair Net Revenue</u>	<u>\$2,389</u>	<u>\$1,773</u>	<u>\$682</u>
<u>Top Key Fob Net Revenue</u>	<u>\$447,756</u>	<u>\$510,799</u>	<u>\$563,203</u>
<u>Bottom Key Fob Net Revenue</u>	<u>\$4</u>	<u>\$7</u>	<u>\$5</u>
<u>Top Auto Net Revenue</u>	<u>\$699,642</u>	<u>\$757,656</u>	<u>\$671,069</u>
<u>Bottom Auto Net Revenue</u>	<u>\$5,910</u>	<u>\$10,000</u>	<u>\$13,343</u>
<u>Top Commercial Net Revenue</u>	<u>\$4,998,623</u>	<u>\$5,826,329</u>	<u>\$6,409,903</u>
<u>Bottom Commercial Net Revenue</u>	<u>\$15,099</u>	<u>\$19,536</u>	<u>\$20,755</u>
<u>Top Retail Net Revenue</u>	<u>\$2,298,724</u>	<u>\$2,209,247</u>	<u>\$2,340,471</u>
<u>Bottom Retail Net Revenue</u>	<u>\$118,025</u>	<u>\$155,763</u>	<u>\$119,881</u>
<u>Top Total Net Revenue</u>	<u>\$6,315,295</u>	<u>\$7,176,010</u>	<u>\$7,773,199</u>
<u>Bottom Total Net Revenue</u>	<u>\$133,124</u>	<u>\$184,245</u>	<u>\$176,032</u>

1. “Device Repair Net Revenue” is the Store’s Net Revenue attributable to the repair and replacement of screens and batteries in items such as smart phones, tablets and other electric devices.
2. “Key Fob Net Revenue” is the Store’s Net Revenue attributable to key fob repair and replacement services.
3. “Auto Net Revenue” is the Store’s Net Revenue attributable to sale of auto batteries and bulbs.
4. “Commercial Net Revenue” is all of the Store’s Net Revenue attributable to commercial accounts (which may include a portion of Device Repair Net Revenue, Key Fob Net Revenue and Auto Net Revenue that is attributable to a commercial account).
5. “Retail Net Revenue” is the Store’s Net Revenue attributable to retail sales from a physical Store, excluding any Commercial Net Revenue (which may include a portion of Device Repair Net Revenue, Key Fob Net Revenue and Auto Net Revenue that is not attributable to a commercial account).





Some Stores have attained the results described above in Sections I, II, III and ~~III~~IV. Your individual results may differ. There is no assurance you will do as well.

We will, on reasonable demand, provide to you written substantiation for all information illustrated in this Item 19.

Other than the preceding financial performance representation, we do not make any financial performance representations. 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 revenue and/or income, you should report it to the franchisor's management by contacting Jon Sica, Batteries Plus, L.L.C., at 1325 Walnut Ridge Drive, Suite 100, Hartland, Wisconsin 53029, (262) 912-3000, the Federal Trade Commission, and the appropriate state regulatory agencies.

State Effective Dates

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

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

State	Effective Date
California	See separate FDD <u>March 29, 2024</u> <u>As Amended: October 9, 2024</u>
Hawaii	See separate FDD <u>April 5, 2024</u> <u>As Amended: Pending</u>
Illinois	See separate FDD <u>March 29, 2024</u> <u>As Amended: October 9, 2024</u>
Indiana	See separate FDD <u>March 29, 2024</u> <u>As Amended: October 9, 2024</u>
Maryland	See separate FDD <u>April 22, 2024</u> <u>As Amended: Pending</u>
Michigan	See separate FDD <u>March 29, 2024</u> <u>As Amended: October 9, 2024</u>
Minnesota	<u>April 11, 2024.</u> <u>As Amended: Pending</u>
New York	See separate FDD <u>March 29, 2024</u> <u>As Amended: October 9, 2024</u>
North Dakota	See separate FDD <u>April 3, 2024</u> <u>As Amended: Pending</u>
Rhode Island	See separate FDD <u>April 1, 2024</u> <u>As Amended: October 9, 2024</u>
South Dakota	See separate FDD <u>March 29, 2024</u>

	<u>As Amended: October 9, 2024</u>
Virginia	May 1, 2024 <u>As Amended: Pending</u>
Washington	See separate FDD <u>April 11, 2024</u> <u>As Amended: Pending</u>
Wisconsin	March 29, 2024 <u>As Amended: Pending</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.

Receipt

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

If we offer 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 our affiliate in connection with the proposed franchise sale. Iowa and New York require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If 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 those state administrators listed on Exhibit E.

The franchisor is Batteries Plus, L.L.C. located at 1325 Walnut Ridge Drive, Hartland, Wisconsin 53029. Our telephone number is (262) 912-3000.

Issuance Date: March 29, 2024, as amended October 9, 2024.

Our franchise seller involved in offering and selling the franchise to you is Joe Malmuth, Brandon Mangual, Victor Daher or Daniel Castaneda, 1325 Walnut Ridge Drive, Hartland, Wisconsin 53029, (262) 912-3000, or is listed below (with address and telephone number), or will be provided to you separately before you sign a franchise agreement: _____.

We authorize the respective state agencies identified on Exhibit E to receive service of process for us in the particular state.

I have received a disclosure document dated March 29, 2024, as amended October 9, 2024, that included the following Exhibits:

- | | |
|---|---|
| (A) Financial Statements | (E) List of State Administrators; Agents for Service of Process |
| (B) Multiple Unit Franchise Agreement | (F) State-Specific Addenda |
| (C) Franchise Agreement | (G) Disclosure Acknowledgment Agreement |
| (D) List of Franchise Stores and Former Franchisees | (H) State Effective Dates and Receipts |

Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

Copy for Franchisee

Receipt

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

If we offer 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 our affiliate in connection with the proposed franchise sale. Iowa and New York require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If 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 those state administrators listed on Exhibit E.

The franchisor is Batteries Plus, L.L.C. located at 1325 Walnut Ridge Drive, Hartland, Wisconsin 53029. Our telephone number is (262) 912-3000.

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Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

Copy for Batteries Plus, L.L.C.

Please sign and date both copies of this receipt, keep one copy (the previous page) for your records, and mail one copy (this page) to the address listed on the front page of this disclosure document or send to Franchising Department by email to franchising@batteriesplus.com or by fax to (262) 912-3100.

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2024 BP (MN/VA/WI)-FDD -- 03/29/24, as amended 10/09/24