

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 requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation in the city in which the franchisor's then current principal business address is located (currently, Atlanta, Georgia). 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 the city in which franchisor's then current principal business address is located (currently Atlanta, Georgia) than in your own state.
2. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
3. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.
4. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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.

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MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

MINNESOTA

Minnesota Department of Commerce
Securities Section
85 7th Place, Suite 280
St. Paul, Minnesota 55101
(651)-539-1638

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol ~~5th~~ [14th Floor – Dept 414](#)
Bismarck, North Dakota 58505-0510
(701) 328-4712

RHODE ISLAND

Director of Business Regulations
State of Rhode Island
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, RI 02910
(401) 462-9500

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

WISCONSIN

Wisconsin Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-9555

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 W. Ottawa Street
Lansing, Michigan 48909
(517) 373-7117

NEW YORK

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236

OREGON

Department of Consumer and Business Services
Division of Financial Regulation
350 Winter Street NE, Suite 410
Salem, Oregon 97301
(503) 378-4140

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

WASHINGTON

Securities Division
Department of Financial Institutions
P. O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to the Smalls Sliders Franchise Agreement dated _____ (“**Franchise Agreement**”) between Smalls Sliders Franchising LLC (“**we,**” “**us,**” or “**our**”) and _____ (“**you,**” or “**your**”) is entered into simultaneously with the execution of the Franchise Agreement.

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Agreement, for franchises offered and sold in the State of Minnesota or to Minnesota residents, is amended to include the following:

1. The following sentence is added to the end of Section ~~13.3 (Agreements/Releases)~~ 3.1 (Initial Franchise Fee):

The Initial Franchise Fee will be deferred and will not be due until we have completed all of our pre-opening obligations to you and you have opened for business.

2. The following sentence is added to the end of Section 13.3 (Agreements/Releases):

Any general release language contained in the Franchise Agreement will not relieve us or any other person, directly or indirectly, from liability imposed by the Minnesota Franchises Law.

- ~~2.3.~~ The following sentence is added to the end of Sections 3.7 (Late Fees and Interest) and 3.9(a) (Method of Payment):

NSF checks and related interest and attorney’s fees are governed by Minnesota Statute Section 604.113, which puts a cap of \$30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorneys’ fees. NSF checks and related interest and attorneys’ fees are governed by Minnesota Statute § 604.113, which puts a cap of \$30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorneys’ fees.

- ~~3.4.~~ Section 5.5 (Indemnification for Use of Marks) of the Franchise Agreement is amended by adding the following language:

The Minnesota Department of Commerce requires that we indemnify you against liability to third parties resulting from claims by third parties that your use of our trademark infringes trademark rights of the third party. We do not indemnify against the consequences of your use of our trademark except in accordance with the requirements of the Agreement, and, as a condition to indemnification, you must provide notice to us of any claim within 10 days and tender the defense of the claim to us. If we accept the tender of defense, we have 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.

- ~~4.5.~~ The following sentence is added to the end of Section 15.1(b) (Payment of Amounts Owed To Us):

The Franchise Agreement contains provisions that may be interpreted as liquidated damages clauses under Minnesota law. Certain liquidated damages clauses are unenforceable.

- ~~5.6.~~ The following sentence is added to the end of Section 12.3(c)9. (Conditions For Approval of Transfer):

Under Minn. Rule 2860.4400D, any general release of claims a transferor may have against us or our directors, officers, shareholders, and employees, including without limitation claims arising under federal, state, and local laws, rules, and ordinances, excludes claims the transferor may have under the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

Minnesota law provides you with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires, except in certain specified cases, that consent to the transfer of the Franchise not be unreasonably withheld.

~~6.7.~~ 7. The following sentence is added to the end of Section 14 (Termination Of Agreement):

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. § 80C.14, Subds. 3, 4, and 5, that require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement, and that we not unreasonably withhold consent to the transfer of the franchise.

~~7.8.~~ 8. The following sentence is added to the end of Section 17.8 (Consent To Jurisdiction):

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring that litigation be conducted outside Minnesota. In addition, nothing in the Franchise Agreement abrogates or reduces any of your rights provided for in Minnesota statutes Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

~~8.9.~~ 9. Section 17.11 (Limitation of Claims) of the Franchise Agreement is amended by adding the following language:

Notwithstanding the foregoing, any and all claims arising under the Minnesota Franchises Law may be brought within 3 years from the date on which the cause of action accrues.

~~9.10.~~ 10. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

~~10.11.~~ 11. 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.

~~11.12.~~ 12. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

~~12.13.~~ 13. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect. for any reason.

SMALLS SLIDERS FRANCHISING LLC

FRANCHISEE

By: _____

By: _____

Exhibit E - 5

Name: _____
Title: _____

Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to the Smalls Sliders Franchise Agreement dated _____ (“Franchise Agreement”) between Smalls Sliders Franchising LLC (“we,” “us,” or “our”) and _____ (“you,” or “your”) is entered into simultaneously with the execution of the Franchise Agreement.

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Agreement, for franchises offered and sold in the State of North Dakota or to North Dakota residents, is amended to include the following:

1. All initial franchise fees will be deferred until all initial obligations the franchisor owes to the franchisee under the franchise agreement or other documents have been fulfilled and the franchisee has opened for business pursuant to the franchise agreement.

~~1.2.~~ The following sentence is added to the end of Sections 13.3 (Agreements/Releases on Renewal) and 12.3(c)9. (Conditions For Approval of Transfer):

A contractual requirement that you sign a general release will not apply to claims you may have under the North Dakota Franchise Investment Law.

~~2.3.~~ The following sentence is added to the end of Section 15.5 (Covenant Not To Compete):

Covenants not to compete such as those in the Franchise Agreement are generally considered unenforceable in the State of North Dakota.

4. The following sentences are added to Section 17.5 and 17.6:

The North Dakota Commissioner has determined that franchise agreements which provide that parties agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee’s business, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Requiring you to arbitrate all disputes with us in the city where our then current principal business address is located (currently, Atlanta, Georgia) may not be enforceable under North Dakota Law.

5. The following sentence is added to the end of Section 17.7 (Governing Law):

The provisions of the Franchise Agreement on governing law will not be a waiver of any right conferred on you by the North Dakota Franchise Investment Law.

~~3.6.~~ The following sentence is added to the end of Section 17.8 (Consent To Jurisdiction):

The Franchise Agreement requires that you consent to the jurisdiction of a court in Georgia. This provision may not be enforceable under North Dakota Law because North Dakota Law precludes you from consenting to jurisdiction of any court outside of North Dakota.

~~4.~~ The following sentence is added to the end of Section 17.7 (Governing Law):

~~The provisions of the Franchise Agreement on governing law will not be a waiver of any right conferred on you by the North Dakota Franchise Investment Law.~~

~~5.7.~~ The following sentences are added to the end of Section 17.9 (Waiver of Punitive Damages and Jury Trial):

The Franchise Agreement requires you to waive your right to a jury trial. This provision may not be enforceable under North Dakota law. The Franchise Agreement requires you to waive your right to collect exemplary or punitive damages. This provision may not be enforceable under North Dakota law.

~~6.8.~~ The following sentence is added to the end of Section 15.1(b) (Payment of Amounts Owed To Us):

The Franchise Agreement contains provisions that may be interpreted as liquidated damages clauses. Under the North Dakota Franchise Investment Law, certain liquidated damages clauses are unenforceable.

~~7.9.~~ The following sentence is added to the end of 17.11 (Limitation of Claims):

Notwithstanding, the statute of limitations under North Dakota Law will apply.

~~8.10.~~ 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.

~~9.11.~~ Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

~~10.12.~~ Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect. for any reason.

SMALLS SLIDERS FRANCHISING LLC

FRANCHISEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

SOUTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to the Smalls Sliders Franchise Agreement dated _____ (“Franchise Agreement”) between Smalls Sliders Franchising LLC (“we,” “us,” or “our”) and _____ (“you,” or “your”) is entered into simultaneously with the execution of the Franchise Agreement.

In recognition of the restrictions contained in South Dakota Codified Laws, Title 37, Chapter 37-5B, the South Dakota Franchise Investment Act, the Franchise Agreement for Smalls Sliders Franchising LLC for use in the State of South Dakota is amended as follows:

1. The following sentence is added to the end of Section 3.1 (Initial Franchise Fee):

The South Dakota Securities Regulation Office requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to us until we have completed our pre-opening obligations under the Franchise Agreement.

2. 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.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect. for any reason.

SMALLS SLIDERS FRANCHISING LLC

FRANCHISEE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Disclosure Document for Smalls Sliders Franchising LLC for the offer of franchises for use in the State of Minnesota is amended to include the following:

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.

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

ITEM 5 – INITIAL FEES

[The Initial Franchise Fee will be deferred and will not be due until we have completed all of our pre-opening obligations to you and you have opened for business.](#)

ITEM 6 - OTHER FEES

- We may be limited in the amount of the insufficient funds fee (“EFT NSF Fee”) we may charge you as described in Item 6 of this Disclosure Document. The Minnesota Department of Commerce requires us to disclose to you that, currently, the highest such fee permitted under Minnesota Statute 604.113 is \$30. NSF checks and related interest and attorneys’ fees are governed by Minnesota Statute § 604.113, which puts a cap of \$30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorneys’ fees.
- The Franchise Agreement contains provisions that may be interpreted as liquidated damages clauses under Minnesota law. Certain liquidated damages clauses are unenforceable.

ITEM 13 - TRADEMARKS

The Minnesota Department of Commerce requires us to indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee’s use of our trademark infringes on trademark rights of the third party. We do not indemnify against the consequences of a franchisee’s use of our trademark except in accordance with the requirements of the Franchise Agreement; and, as a condition to indemnification, you must: (i) provide prompt notice to us of any such claim; (ii) tender the defense of the claim to us; and (iii) cooperate with us in the defense against the claim. If we accept the tender of defense, we have 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.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION:

- Item 17.c., f., and m. - With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. § 80C.14, Subds. 3, 4, and 5, that require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement, and that we not unreasonably withhold consent to the transfer of the franchise.
- Item 17.m. - Under Minn. Rule 2860.4400D, any general release of claims a transferor may have against us or our directors, officers, shareholders, and employees, including without limitation claims arising under federal, state, and local laws, rules, and ordinances, excludes claims the transferor may have under the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.
- Item 17.v. and w. - Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring that litigation be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement abrogates or reduces any of your rights provided for in Minnesota statutes Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-01 through 51-19-17, and the policies of the Office of State of North Dakota Securities Commission, the Disclosure Document for Smalls Sliders Franchising LLC for use in the State of North Dakota is amended as follows:

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.

ITEM 5 – INITIAL FEES

- [All initial franchise fees will be deferred until all initial obligations the franchisor owes to the franchisee under the franchise agreement or other documents have been fulfilled and the franchisee has opened for business pursuant to the franchise agreement.](#)

ITEM 6 – OTHER FEES

- The Franchise Agreement contains provisions that may be interpreted as liquidated damages clauses. Under the North Dakota Franchise Investment Law, certain liquidated damages clauses are unenforceable.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION:

- Item 17.c. and m. - A contractual requirement that you sign a general release will not apply to claims you may have under the North Dakota Franchise Investment Law.
- Item 17.r. - Covenants not to compete such as those in the Franchise Agreement are generally considered unenforceable in the State of North Dakota.
- [Item 17.u. - The North Dakota Commissioner has determined that franchise agreements which provide that parties agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Requiring you to mediate and arbitrate all disputes with us in the city where our then current principal business address is located \(currently, Atlanta, Georgia\) may not be enforceable under North Dakota Law.](#)
- [Item 17.v.](#) - The Franchise Agreement requires that you consent to the jurisdiction of a court in Georgia. This provision may not be enforceable under North Dakota Law because North Dakota Law precludes you from consenting to jurisdiction of any court outside of North Dakota.
- Item 17.v. and w. - The provisions of the Franchise Agreement on governing law, jurisdiction, and choice of law will not be a waiver of any right conferred on you by the North Dakota Franchise Investment Law.

- Item 17.w. - The Franchise Agreement requires you to waive your right to collect exemplary or punitive damages. This provision may not be enforceable under North Dakota law.

SOUTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the restrictions contained in South Dakota Codified Laws, Title 37, Chapter 37-5B, the South Dakota Franchise Investment Act, the Franchise Disclosure Document for Smalls Sliders Franchising LLC for use in the State of South Dakota is amended as follows:

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.

ITEM 5 – INITIAL FEES

The South Dakota Securities Regulation Office has required a financial assurance based on the franchisor's financial statements. Therefore, all initial fees and payments owed by franchisees in South Dakota will be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

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:

State	Effective Date
Illinois	July 3, 2024
Indiana	April 29, 2024
Minnesota	Pending
North Dakota	Pending September 23, 2024
South Dakota	Pending July 29, 2024
Virginia	June 18, 2024
Wisconsin	July 18, 2024

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.