

## FRANCHISE DISCLOSURE DOCUMENT

	<p><b>U Swirl Franchising LLC</b> <b>A Delaware limited liability company</b> 14071 Peyton Drive, Suite 2697 Chino Hills, California 91709 (909) 264-1550 franchise@u-swirl.com www.u-swirl.com</p>
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Franchised businesses provide self-service frozen yogurt and beverages and other frozen dessert products under the marks “U-Swirl Frozen Yogurt,” “CherryBerry,” “Yogurtini,” “Yogli-Mogli,” “Aspen Leaf Yogurt,” “Let’s Yo!” or “Fuzzy Peach” (“Franchised Business(es)”). ~~“We offer the opportunity to operate a Franchised Business that offers frozen confections under the “Fosters Freeze” trademarks in addition to the standard products and services offered by a Franchised Business (“Co-Branded Franchised Business”).~~

The total investment necessary to begin operation of a Franchised Business is between \$418,500 and \$630,320. This includes \$27,500 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of three Franchised Businesses under a “Multi-3” franchise is between \$1,142,500 and \$1,875,960. This includes \$67,500 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of five Franchised Businesses under a “Multi-5” franchise is between \$2,042,500 and \$3,601,600. This includes \$87,500 that must be paid to the franchisor or its affiliate(s).

The total investment to begin operation of a Co-Branded Franchised Business is between \$444,500 and \$686,320. This includes \$33,500 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of three Co-Branded Franchised Businesses under a “Multi-3” franchise is between \$1,318,500 and \$2,043,960. This includes \$85,500 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of five Co-Branded Franchised Businesses under a “Multi-5” franchise is between \$2,074,500 and \$3,381,500. This includes \$117,500 that must be paid to the franchisor or its affiliate(s).

If you are an existing operator of a Franchised Business that converts to a Co-Branded Franchised Business, the total investment to convert to a Co-Branded Franchised Business ranges from \$26,000 and \$56,000. This includes \$6,000 that must be paid to the franchisor or its affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement 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 Kishan Patel at 14071 Peyton Drive, Suite 2697, Chino Hills, California 91709, (909) 264-1550 or franchise@u-swirl.com.

The terms of your contract will govern your franchise relationship. Do not 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, DC 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://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: ~~June 10, 2024~~ June 12, 2024**

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

To simplify the language in this Franchise Disclosure Document, “USF,” “we,” “us” and “our” means U Swirl Franchising LLC, the franchisor. “You,” “your” and “Franchisee” means the person, and its owners if the Franchisee is a business entity, who buys the franchise from USF.

The Franchisor

USF is a Delaware limited liability company formed on April 11, 2023. We operate under our corporate name, U-Swirl Frozen Yogurt, U-Swirl, Yogurtini, Aspen Leaf, CherryBerry, CherryBerry Self-Serve Yogurt Bar, Yogli Mogli, Let’s Yo! and The Fuzzy Peach Frozen Yogurt Bar. Our principal business address is 14071 Peyton Drive, Suite 2697, Chino Hills, California 91709. We offer franchises (“USF Franchise(s)” or “Franchise(s)”) for Franchised Businesses and Co-Branded Franchised Businesses and have done so since August 2023. We do not conduct business under any other name or in any other line of business and we do not offer franchises in any other line of business. We do not conduct, and have never conducted, a business of the type described in this Franchise Disclosure Document.

Parents, Predecessors and Affiliates

On May 1, 2023, we acquired the U-Swirl Frozen Yogurt system assets from U-Swirl International, Inc. (“Predecessor”). Predecessor’s principal business address is 265 Turner Drive, Durango, Colorado 81303. Predecessor offered franchises under the U-Swirl trademark from September 2008 until April 2023. Predecessor offered franchises under the Aspen Leaf and Yogurtini trademarks from January 2013 to April 2023. Predecessor offered franchises under the Yogli Mogli and Cherry Berry trademarks from January 2014 to April 2023. Predecessor offered franchises under the Let’s YO trademark from April 2015 to April 2023. Predecessor offered franchises for the Fuzzy Peach System from February 2014 to September 2023.

Our Predecessor’s parent, U-Swirl, Inc. (“USI”), shared a principal business address with our Predecessor and acquired the assets of the following USF Brands (defined below) as described below.

On January 14, 2013, USI acquired (by purchase and license) the assets of the “Aspen Leaf” system including the assets of six “Aspen Leaf” frozen yogurt stores (“Aspen Leaf Stores”) from Aspen Leaf Yogurt, LLC (“AL”), which was a wholly-owned subsidiary of Rocky Mountain Chocolate Factory, Inc. (“RMCF”). The principal business address of AL and RMCF is 265 Turner Drive, Durango, Colorado 81303. The assets referred to in this paragraph are referred to collectively as the “Aspen Leaf Assets.”

Also on January 14, 2013, USI purchased all of the ownership interests of Ulysses Asset Acquisition, LLC (“Ulysses”) from RMCF. Prior to that , Ulysses had purchased the assets of the “Yogurtini” system from YHI, Inc. and Yogurtini International, LLC. USI transferred the Aspen Leaf Assets and the Ulysses ownership interests after acquiring them to Predecessor. Ulysses was merged into Predecessor in February 2013. The principal business address of those three entities was 725 S. Rural Road, Suite 120, Tempe, Arizona 85281.

On January 17, 2014, USI acquired the assets of the CherryBerry Self-Serve Yogurt Bar system (the “CherryBerry System”) from CherryBerry Enterprises LLC, CherryBerry Corporate LLC, and CherryBerry LLC (collectively, the “CherryBerry Companies”) and assigned those assets to Predecessor. On that same date USI also acquired the assets of one CherryBerry System store (a “CherryBerry Store”) and a company headquarters location from the CherryBerry Companies. The assets referred to in this paragraph are referred to collectively as the “CherryBerry Assets.” The principal business address of the CherryBerry Companies was 4605 West Kenosha Street, Broken Arrow, Oklahoma 71012.



Also on January 17, 2014, USI acquired the assets of the “Yogli Mogli” frozen yogurt franchise and transferred the CherryBerry assets and the Yogli Mogli assets to USI. On February 19, 2014, USI acquired the assets of the “Fuzzy Peach” frozen yogurt franchise system (the “Fuzzy Peach System”) and transferred the assets to Predecessor. On April 29, 2015, USI acquired the assets of the “Let’s Yo!” frozen yogurt franchise system (the “Let’s Yo! System”) and transferred the assets to Predecessor.

We have two parent entities, Bob Partners X, LLC (“BPX”), and U Swirl LLC (“US”). BPX and US are Delaware limited liability companies. US owns and controls the intellectual property for the U-Swirl Frozen Yogurt Franchises and licenses it to us. US provides management services to us under a management services agreement. US and BPX share our principal address. Neither US nor BPX conducts the type of business franchisees will operate, nor has either ever offered franchises for Franchised Businesses or franchises in any other line of business.

Our affiliate, U Swirl Gift Card LLC (“USGC”) is an Arizona limited liability company. USGC is the approved supplier of gift card processing for our franchisees. USGC does not conduct the type of business franchisees will operate and has never offered franchises in this or any line of business. USGC shares our principal address.

Our affiliate, Fosters Freeze International, LLC (“FFI”) is a Delaware limited liability company formed on March 12, 2015. FFI’s principal business address is 14071 Peyton Drive, Suite 2697, Chino Hills, CA 91709. FFI has sublicensed to us the right to use its Marks to offer proprietary frozen confections at Co-Branded Franchised Businesses which utilize both our Marks and the Fosters Freeze Trademarks. FFI has offered franchises for Fosters Freeze businesses offering frozen confections, hamburgers, and related food items since June 2015. Fosters Freeze area representative franchises. As of December 31, 2022, there were 63 Fosters Freeze franchised businesses and no company-owned Fosters Freeze businesses.

Our agent for service of process in Delaware is Registered Agent Solutions, Inc., 838 Walker Road Suite 21-2, Dover, Delaware 19904. Our agents for service of process for other states are identified by state in Exhibit A. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

## The Franchise

We refer to franchisees that operate USF Franchises under any of the USF Brands as “USF Franchisees.” USF Franchisees operate Franchised Businesses that offer self-service frozen yogurt and beverages and other frozen dessert products under one of the following Marks: “U-Swirl Frozen Yogurt,” “CherryBerry,” “Yogurtini,” “Yogli-Mogli,” “Aspen Leaf Yogurt,” “Let’s Yo!” and “Fuzzy Peach” (the “USF Brands”). ~~USF Franchisees may also operate Co-Branded Franchised Businesses that offer frozen confections under the Fosters Freeze trademarks and design marks (“Fosters Freeze Trademarks”) in addition to the standard products and services offered by a Franchised Business.~~ Our operating system includes recognizable design, décor color scheme, recipes, uniform standards, specifications, rules and procedures of operation, techniques, philosophies, quality and uniformity of products and services offered and procedures for inventory and management control (“System”). We grant Franchises to operate Franchised Businesses and Co-Branded Franchised Businesses using the System and our trade names, trademarks, service marks, emblems, logos, slogans and copyrights (“Marks”) as authorized by us from an approved location. ~~Co-Branded Franchised Businesses also utilize the Fosters Freeze Trademarks.~~

You may operate ~~:(i)-~~ a Franchised Business under one of the Marks for the USF Brands, ~~or (ii)-a Co-Branded Franchised Business operating under one of the Marks for the USF Brands and under the Fosters Freeze Trademarks.~~

You must sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit C (“Franchise Agreement”). You may operate one Franchised Business or Co-Branded Franchised Business for each Franchise Agreement you sign. If you will operate a Co-Branded Franchised Business, you must also sign our Co-Branding Addendum attached to this Franchise Disclosure Document in Exhibit G. If you are an existing USF Franchisee and receive our approval, you may convert to a Co-Branded Franchised Business by entering into an adjusted form of the Co-Branding Addendum,” that will contain the same terms except that defined terms and references to the Franchise Agreement will be adjusted based on the form of Franchise Agreement into which you previously entered. If you are an existing USF Franchisee, our approval of your request to convert your existing Franchised Business will depend on whether you are in compliance with the terms of your Franchise Agreement and if your premises meets our standards for a Co-Branded Franchised Business location.

We offer three different franchise packages depending on the number of Franchised Businesses or Co-Branded Franchised Businesses you wish to purchase: a “Single Franchise,” a “Multi-3,” and a “Multi-5.” If you purchase a Multi-3 or a Multi-5 for the right to open up to three or up to five Franchised Businesses or Co-Branded Franchised Businesses, respectively (or a combination), you will sign the “Multi-Franchise Addendum” attached to this Franchise Disclosure Document in Exhibit G in addition to the Franchise Agreement. There is no development territory or development schedule under the Multi-Franchise Addendum. Prior to opening each additional Franchised Business or Co-Branded Franchised Business under the Multi-Franchise Addendum, you must sign the then-current Franchise Agreement for USF Franchisees (and the Co-Branding Addendum, if applicable), which may differ from the current Franchise Agreement included with this Franchise Disclosure Document.

### Market and Competition

Your customers may be consumers of all ages and across all economic levels. Sales of your products are seasonal in areas with four distinct seasons. If your area has a distinct winter season, you can expect that sales will be significantly lower from late fall through early spring. Sales of your products might not be seasonal in areas that have less defined seasons. The general market for frozen yogurt, frozen confections, and related products that you will offer is highly competitive. You will have substantial competition from businesses that specialize in yogurt and other frozen dessert food items, and from businesses that offer a more diverse menu that includes yogurt and ice cream. Your competitors will include single and small chain businesses, and large regional and national chains. Your business will, however, differ from some of your competitors because of its self-service yogurt sales.

### Industry-Specific Laws

Many states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Franchised Business, including those which: (a) establish general standards, specifications and requirements for the construction, design and maintenance of the location of the Franchised Business; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements; employee practices concerning the storage, handling and preparation of food; restrictions on smoking and exposure to tobacco smoke or other carcinogens or reproductive toxicants and saccharin; availability of and requirements for public accommodations, including restrooms; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness; (e) govern the use of vending machines; (f) regulate the proper use, storage and disposal of waste, insecticides and other hazardous materials; (g)

establish general requirements or restrictions on advertising containing false or misleading claims, or health

No bankruptcy is required to be disclosed in this Item.

## **ITEM 5 INITIAL FEES**

### *Initial Franchise Fee*

You must pay us an “Initial Franchise Fee” when you sign the Franchise Agreement. We offer three different Franchise packages depending on the number of Franchised Businesses and Co-Branded Franchised Businesses you wish to purchase:

Franchise Type	Number of Franchised Businesses/Co-Branded Franchised Businesses	Initial Franchise Fee
Single	1	\$25,000
Multi-3	Up to 3	\$60,000
Multi-5	Up to 5	\$75,000

A Multi-3 franchise grants you the right to open up to three Franchised Businesses or Co-Branded Franchised Businesses and a Multi-5 franchise grants you the right to open up to five Franchised Businesses and Co-Branded Franchised Businesses (or a combination). There is no development territory or development schedule to open additional Franchised Businesses or Co-Branded Franchised Businesses. To open additional Franchised Businesses or Co-Branded Franchised Businesses under a Multi-3 or Multi-5 franchise, you will be required to sign the then-current Franchised Business franchise agreement, but you will not be required to pay an additional Initial Franchise Fee (all other fees will apply). The Initial Franchise Fee is non-refundable and fully earned by us upon receipt. The Initial Franchise Fee is uniform except for the discounts described below. These discounts will apply to a single franchise, a Multi-3 franchise, or a Multi-5 franchise. During our last fiscal year ended December 31, 2022, we did not collect any initial franchise fees.

### *Existing Franchisee Discount*

We discount the applicable Initial Franchise Fee by \$10,000 for existing USF Franchisees in good standing that wish to purchase an additional Franchised Business.

### *Veteran’s Discount*

We discount the applicable Initial Franchise Fee by \$10,000 for veterans that were honorably discharged from the United States armed forces.

### *Employee and University Program Discount*

We discount the Initial Franchise Fee by \$5,000 for our employees and to students who participate in our university program.

*Initial Training Fee*

You must pay us an “Initial Training Fee” of \$2,500 when you sign the Franchise Agreement. We will provide training for up to two trainees. The Initial Training Fee is uniform, non-refundable, and fully earned by us upon receipt. If you operate multiple Franchised Businesses under a Multi-Franchise Addendum and will operate under the same USF Brand, we may waive the training requirement upon your request, in our discretion.

*Foster’s Freeze Co-Branding Fee*

~~If you request and are approved to operate a Co-Branded Franchised Business, either as a new or existing USF Franchisee, you will pay a “Co-Branding Fee” equal to \$6,000 when you sign the Co-Branding Addendum. The Co-Branding Fee is uniform, non-refundable, and fully earned by us upon receipt.~~

**ITEM 6  
OTHER FEES**

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Royalty <sup>(2)(3)</sup>	6% of Gross Sales	Wednesday of each week	The “ <u>Royalty</u> ” is based on “ <u>Gross Sales</u> ” during the previous week. Your Royalty is an ongoing payment that allows you to use the Marks and the intellectual property of the System and pays for our ongoing support and assistance.
Advertising Fund Contribution	1% of Gross Sales, reduced by any amount allocated to a local or regional advertising cooperative	Same as Royalty	This “ <u>Advertising Fund Contribution</u> ” is used for a system-wide “ <u>Advertising Fund</u> ” for our use in promoting the USF Brands. The Advertising Fund will not be used to promote the Fosters Freeze brand.

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Local Advertising Requirement	The difference between the amount you spent on local advertising each month and your required local advertising expenditure (1% of Gross Sales, reduced by any amount allocated to a local or regional advertising cooperative)	Payable after receipt of invoice	If you fail to meet your required local advertising requirement on local advertising, you must pay the difference between the amount you spent and the required advertising expenditure, which will be contributed to the Advertising Fund, if established, or us. If we implement a Local or Regional Advertising Cooperative, your contribution towards the Local or Regional Advertising Cooperative will be credited towards your required local advertising expenditure.

1. or our affiliates under the Franchise Agreement. All fees are current as of the Issuance Date of this

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Grand Opening Program <sup>(7)</sup>	\$5,000	\$5,000	As Incurred	As Incurred	Third Parties
Licenses and Permits	\$500	\$1,500	As Incurred	As Incurred	Third Parties
Insurance	\$2,000	\$4,000	As incurred	Before opening	Insurance Company
Professional Fees	\$2,500	\$5,000	As incurred	Before opening	Third Parties
Additional Funds – 3 Months <sup>(8)</sup>	\$35,000	\$71,000	As Incurred	As Incurred	Third Parties
<b>TOTAL ESTIMATED INITIAL INVESTMENT<sup>(9)</sup></b>	<b>\$444,500</b>	<b>\$686,320</b>			
Multi-3 Co-Branded Franchise	If you purchase a Multi-3 Co-Branded Franchised Business under the Multi-Franchise Addendum, you will incur all of the costs listed above for each Franchise you open except that the Initial Franchise Fee will total \$60,000 and allow you to open up to three Co-Branded Franchised Businesses. If you were to open a Multi-3 Franchise to operate three Co-Branded Businesses, using the same estimated initial expenses above, we estimate this total cost to range between \$1,171,500 and \$1,743,960.				
Multi-5 Co-Branded Franchise	If you purchase a Multi-5 C-Branded Franchised Business under the Multi-Franchise Addendum, you will incur all of the costs listed above for each Franchise you open except that the Initial Franchise Fee will total \$75,000 and allow you to open up to five Co-Branded Franchised Businesses. If you were to open a Multi-5 Franchise to operate five Co-Branded Businesses, using the same estimated initial expenses above, we estimate this total cost to range between \$1,927,500 and \$2,881,600.				

**Table 7-C  
YOUR ESTIMATED INITIAL INVESTMENT**

~~EXISTING USE FRANCHISED BUSINESS ADDING FOSTERS~~ **Fosters** ~~FREEZE OFFERING~~

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Co-Branding Fee	\$6,000	\$6,000	Lump Sum	When You Sign the Franchise Agreement	Us
Signage <sup>(4)</sup>	\$10,000	\$25,000	As Incurred	As Incurred	Third Parties
Opening Inventory and Supplies <sup>(5)</sup>	\$10,000	\$25,000	As Incurred	Before Opening	Vendors
<b>TOTAL ESTIMATED INITIAL INVESTMENT<sup>(4)</sup></b>	<b>\$26,000</b>	<b>\$56,000</b>			



Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Franchised Business. We do not offer direct or indirect financing for these items. Our estimates are based on our experience, the experience of our affiliates (including FFI with respect to the costs associated with opening a Co-Branded Franchised Business), and our current requirements for USF Franchises. The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Franchised Business may be greater or less than the estimates given, depending upon the location of your Franchised Business and current relevant market conditions. Your costs will also depend on factors such as how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels reached during your initial phase of business operations. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Initial Franchise Fee. If you purchase the rights to operate multiple Franchised Businesses under a Multi-3 or Multi-5, the only additional initial cost that you will incur over the purchase of a single Franchise, will be the Development Fee until you open the additional Franchised Business. Once you open additional Franchised Businesses, you will incur the costs listed in this Item 7 (except for the Initial Franchise Fee) at the time you open the additional Franchised Businesses. These costs may increase in the future depending on when you open the additional Franchised Businesses. The estimate does not include the build-out of any Franchised Business other than the first one.
2. Furniture, Equipment and Fixtures. This estimate involves the furniture, fixtures and equipment you will need to open a Franchised Business. ~~You will utilize the same equipment if you operate a Co-Branded Franchised Business (i.e., you will have the same amount of equipment for storing and serving your dessert, but some of your equipment will be dedicated to Fosters Freeze frozen confections instead of frozen yogurt).~~
3. Rent, Deposits, Architectural Fees, and Leasehold Improvements. You must purchase or lease retail space that meets our standards and specifications. The monthly rent and other terms of leases will vary, depending upon negotiations with the individual landlord and on property values. The square footage for a Franchised Business may range from approximately 1,400 square feet to 2,400 square feet. This estimate does not include any construction allowances that may be offered by your landlord. This estimate includes setup expenses you will incur in building out your Franchised Business, including all costs required to set up the equipment. You must hire an architect to design your Store layout according to our specifications. Building and construction costs will vary depending upon the condition and size of the premises for your Franchised Business and local construction costs. Currently, the estimates for the build-out of a Co-Branded Franchised Business and a Franchised Business are identical except for the additional cost of additional interior and exterior signage as described in Note 4 below.
4. Signage. This estimate is for a single exterior sign. These estimates assume you purchase your exterior signage. The type and size of the signage you install will be based upon the zoning and property use requirements and restrictions. There could be an occasion where certain signage is not permitted because of zoning or use restrictions. ~~If you operate a Co-Branded Franchised Business, you will purchase additional signage featuring the then current Fosters Freeze's trademarks and logo.~~

to the Franchise Operations Manual or through other written communication (including electronic communication such as email or through a system-wide intranet).

You must purchase, install, maintain in sufficient supply and only use fixtures, furnishings, equipment, signs and supplies that conform to the standards and specifications described in the Franchise Operations Manual or otherwise in writing.

We may utilize proprietary food products and recipes and may continue to develop and own proprietary recipes. In order to protect our trade secrets and to monitor the manufacture, packaging, processing and sale of proprietary food products, we or our affiliates may: (i) manufacture, supply and sell proprietary food products to USF Franchisees; and/or (ii) disclose the formula for methods and preparation of the proprietary food products to a limited number of suppliers, including one or more of our affiliates, who we authorize to manufacture these proprietary food products to our precise specifications and sell these products to USF Franchisees. You must purchase the proprietary products we or our affiliates develop from time to time for proprietary recipes or formulas and purchase them only from us or a third party who we have licensed to prepare and sell the products. All non-proprietary ingredients, beverage products, cooking materials, containers, cartons, bags, menus, napkins, other paper and plastic products, utensils, uniforms and other supplies and materials used in your Franchised Business must strictly conform to our quality standards and reasonable specifications. Certain products such as plates, cups, boxes and containers bearing the trademarks must be purchased by you from certain suppliers approved by us who are authorized to manufacture these products bearing our trademarks. ~~If you will operate a Co-Branded Franchised Business, we will designate suppliers of the products that you will offer under the Fosters Freeze Trademarks. The soft serve mix you will offer if you operate a Co-Branded Franchised Business is a propriety product. You will be required purchase the equipment, inventory and supplies used to prepare Fosters Freeze soft serve ice cream (including the soft serve mix) solely from our designated supplier(s) and distributor(s) (the “Soft Serve Suppliers”). The Soft Serve Suppliers handles procurement, warehousing and distribution of all related equipment, inventory and supplies for the benefit of franchisees. We have also entered into non-exclusive licensing agreements to allow designated suppliers the right to use the “Fosters Freeze” trademarks on paper supplies, uniforms and promotional items, which we may require you to purchase.~~

You must at all times maintain an inventory of approved food products, beverages, ingredients and other products in sufficient quantities and variety to realize the full potential of your Franchised Business. You must use the menus and menu boards that we designate and serve meals and products in the manner we designate.

We are not currently an approved supplier of any products or services provided to franchisees. We and our affiliates reserve the right to become approved suppliers in the future. USGC is currently the only approved supplier of gift card processing. Some of our officers own an interest in USGC, an approved supplier.

You must use the computer hardware and software, including the point-of-sale system that we periodically designate to operate your Franchised Business. You must obtain the computer hardware, software licenses, maintenance and support services and other related services that meet our specifications from the suppliers we specify. You may be required to use approved suppliers for certain technology business solutions at your expense that will support your business efficiencies, which may include phone systems, security systems, scheduling software, employee shift/task management software, inventory solutions and any other solutions we may require from time to time in the Franchise Operations Manual.

You must obtain the insurance coverage required under the Franchise Agreement, as follows: (1) commercial general liability insurance with limits of at least \$1,000,000 per occurrence, at least \$2,000,000 aggregate, and a maximum deductible of \$5,000; (2) workers compensation insurance consistent with

Notes:

1. We reserve the right to vary the length and content of the initial training program based upon the experience and skill level of the individual attending the initial training program. We will use the Franchise Operations Manual as the primary instruction materials during the initial training program.
2. Steve Hubbard currently oversees our training program. Steve Hubbard has been in the restaurant industry for over 35 years serving in every aspect of the business. We reserve the right to appoint and substitute other individuals to assist in providing training, but all of our training personnel will have at least one year of experience in the subject matters that they teach.

### *Ongoing Training*

From time to time, we may require that you or your Responsible Owner, Franchise Manager and other employees attend system-wide refresher or additional training courses. Some of these courses may be optional, while others may be required. If you appoint a new Responsible Owner or transfer ownership, or if you hire a new Franchise Manager, that person must attend and successfully complete our initial training program before assuming responsibility for the management of your Franchised Business. You may also request that we provide additional training (either at corporate headquarters or at your Franchised Business). You must pay us \$500 per person per day per attendee per day for additional training, and you must pay for airfare, meals, transportation costs, lodging and incidental expenses for all of your training program attendees. If we determine that you are not operating your Franchised Business in compliance with the Franchise Agreement or the Franchise Operations Manual, we may require that your Responsible Owner, Franchise manager and other employees attend remedial training. You will be required to pay us the then-current training fee for any such training. If the training program is conducted at your Franchised Business, you must reimburse us for the expenses we or our representatives incur in providing the training.

In addition to participating in ongoing training, you will be required to attend any national or regional meeting or conference of franchisees. You are responsible for any conference fee and all travel and expenses for your attendees.

Multi-unit franchisees may apply to have one of their locations to be selected as a training store. The store must go through a corporate inspection which shows that they are a role model of how to properly operate the franchise. If a franchise has a training location, they are allowed to train any new managers at their training location and agree to host trainees from other franchises.

## **ITEM 12 TERRITORY**

You may operate your Franchised Business only at the approved location. The approved location for your Franchised Business will be listed in the Franchise Agreement. If you have not identified an approved location for your Franchised Business when you sign the Franchise Agreement, as is typically the case, you and we will agree on the approved location in writing and amend the Franchise Agreement after you select and we approve the approved location. You are not guaranteed any specific approved location, and you may not be able to obtain your top choice as your approved location. You may not conduct your Franchised Business from any other location. We will grant you a territory (“Territory”) based on the geographic area and populations properties within that area and other relevant demographic characteristics of the area where you locate the Franchised Business. It will typically be up to a five-mile radius around your Franchised Business. We may use a smaller radius in urban areas and areas with significant pedestrian traffic. In some cases, we may use geographical boundaries, zip codes, political boundaries, streets, geographical features or trade area, depending on the density and demographics of the population. Except

as described below, we will not establish or franchise others to establish another USF Brand Business within your designated Territory during the term of the Franchise Agreement. We may not grant you this right if your Franchised Business will be located in a non-traditional location such as an airport, hotel, convention center, sports arena or stadium, college campus, amusement park, within the premises of another business or a similar venue. You are not prohibited from directly marketing to or soliciting customers whose principal residence is outside of your Territory. If you renew your Franchise, your Territory may be modified depending on the then- current demographics of the Territory, and on our then-current standards for territories. 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.

You must follow our off-site policies and procedures in our Franchise Operations Manual, which may allow you or third parties to provide catering and delivery services in the territories of other Franchised Businesses without compensating the operator of those Franchised Businesses. These policies may require you to provide catering and delivery services and/or utilize third-party delivery services. You may be required to use the third-party delivery service(s) with which we have a national contract, and you may not contract with any other delivery platform without our written approval. We reserve the right to establish a non-exclusive delivery system such as call-ahead, internet-order, mobile application or similar program in which case you agree to participate and pay all fees and charges we, our affiliate, or designated supplier incurs for your participation. These policies may allow other Franchised Businesses or third parties to provide catering and delivery services in your Territory without compensating you. We may impose restrictions in the future that prevent you from providing catering and delivery services outside of your Territory.

We retain all territory rights (for ourselves and our affiliates) not expressly granted to you. We may use the Marks or the System to sell any products or services similar to those which you will sell through any alternate channels of distribution or non-traditional locations within or outside of the Territory. We and our affiliates have the right to operate, and to license others to operate, Franchised Businesses or at any location outside the Territory, even if doing so will or might affect your operation of your Franchised Business.

~~If you operate a Co-Branded Franchised Business, our affiliate FFI will retain the following rights: (1) to use, and to license others to use, the FFI System (as defined in the Co-Branding Addendum) for the operation of stores using the Fosters Freeze Trademarks, including company owned or franchised Fosters Freeze stores that are traditional, kiosk, satellite, temporary, co-branded stores “Non-Traditional” (such as in an airport, hotel, convention center, sports arena or stadium, college campus, amusement park, within the premises of another business, or a similar venue) (collectively, “FFI Stores”), or at any location other than at the premises of your Franchised Business; (2) to use the Fosters Freeze Trademarks to identify services and products, promotional and marketing efforts or related items, and to identify products and services similar to or the same as those which you will sell, but made available through alternative channels of distribution other than through FFI Stores at any location other than at the premises of your Franchised Business, , by way of mail order (including electronic mail order), the Internet, catalog, telemarketing, other direct marketing methods, television, retail store display or through the wholesale sale of its products to unrelated retail outlets or to distributors or their outlets in Non-Traditional locations; and (3) to use and license the use of other proprietary marks or methods in connection with the sale of products and services similar to those which you will sell or in connection with the operation of retail stores selling frozen confections and other related products, at any location other than at the premises of your Co-Branded Franchised Business, which stores are the same as, or similar to, or different from an FF Store, on any terms and conditions as FFI deems advisable, and without granting you any rights to them.~~

You are not granted any rights to use the Internet as a channel of distribution and may not independently market on the Internet or conduct e-commerce unless we have expressly allowed you to do so under our online policy in the Franchise Operations Manual.

We may use trademarks other than the Marks to sell any products or services similar to those which



you will sell within or outside of the Territory. We may purchase, be purchased by, merge or otherwise acquire competitive businesses within and outside the Territory. If such a situation occurs, the newly acquired businesses may not operate under the Marks in the Territory but may operate under the System. We may implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We have the right to issue mandatory policies to coordinate such multi-area marketing programs. Although we reserve the rights described, neither we nor any affiliate operates, franchises or has plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those offered by you or our other Franchises. ~~except as described above related to the Fosters Freeze Trademarks.~~

We are not required to pay you if we exercise any of our rights within your Territory. The continuation of the Territory is not dependent upon your achievement of a certain sales volume, market penetration or other contingency (other than complying with the terms of the Franchise Agreement). We will not be required to pay any compensation for soliciting or accepting orders inside your Territory.

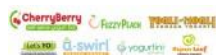
You may not relocate your Franchised Business without our prior written approval. We may approve a request to relocate your Franchised Business in accordance with the provisions of the Franchise Agreement that provide for the relocation of your Franchised Business, and our then-current site selection policies and procedures.



If you wish to purchase an additional USF Franchise, you must apply to us, and we may, at our discretion, offer an additional USF Franchise to you. We consider a variety of factors when determining whether to grant additional USF Franchises. Among the factors we consider, in addition to the then-current requirements for new USF Franchisees, are whether or not the franchisee is in compliance with the requirements under their current Franchise Agreement.

### ITEM 13 TRADEMARKS


The Marks ~~(except for the Fosters Freeze Trademarks)~~ and the System are owned by our parent, US, and are licensed exclusively to us. US has granted us an exclusive license (“Trademark License”) to use the Marks to franchise the System around the world. The Trademark License is for 10 years and began on May 1, 2023. It will automatically renew for subsequent 10-year periods so long as we are not in default or do not materially breach the Trademark License by engaging in any activity which damages the Marks or the goodwill of the System. If the Trademark License is terminated, US has agreed to license the Marks directly to our franchisees until each franchise agreement expires or is otherwise terminated. ~~The Fosters Freeze Trademarks are owned by our affiliate FFI and licensed to us pursuant to a limited license agreement effective May 1, 2023, under which we are permitted to sublicense the Fosters Freeze Trademarks to Co-Branded Franchised Businesses within the United States (“FFI Limited License Agreement”). If the FFI Limited License Agreement is terminated, FFI has agreed to license the Marks directly to our franchisees until each franchise agreement expires or is otherwise terminated. Except for the Trademark License and FFI Limited License, no~~ No agreement significantly limits our right to use or license the Marks in any manner material to the USF Franchise. US has registrations with the United States Patent and Trademark Office (“USPTO”) for the following U-Swirl Marks:

Trademark	Registration Number	Registration Date	Register
U-Swirl	3,602,483	April 7, 2009	Principal
Trademark	Registration Number	Registration Date	Register



	3,605,649	April 14, 2009	Principal
U-SWIRL FROZEN YOGURT	3,612,407	April 28, 2009	Principal
WORTH THE WEIGHT	3,626,162	May 26, 2009	Principal
	3,626,163	May 26, 2009	Principal

US has registrations with the USPTO for the following CherryBerry Marks:

Trademark	Registration Number	Registration Date	Register
CHERRYBERRY	4,930,633	April 5, 2016	Principal
	3,969,407	May 31, 2011	Principal
BEST ON THE PLANET	4,445,290	December 3, 2013	Supplemental

US has registrations with the USPTO for the following Yogurtini Marks:

Trademark	Registration Number	Registration Date	Register
YOGURTINI	3,750,436	February 16, 2010	Principal
SERVE YO SELF	3,842,953	August 31, 2010	Principal

US has registrations with the USPTO for the following Yogli Mogli Marks:

Trademark	Registration Number	Registration Date	Register
YONGLI MOGLI	3,779,340	April 20, 2010	Principal Register

US has registrations with the USPTO for the following Aspen Leaf Marks:

Trademark	Registration Number	Registration Date	Register
ASPEN LEAF	4,109,640	March 6, 2012	Principal

US has registrations with the USPTO for the following Let's Yo! Marks:

Trademark	Registration Number	Registration Date	Register
LET'S YO!	4,319,001	April 9, 2013	Principal
A YOGURT EXPERIENCE	5,027,430	August 23, 2016	Principal

U-Swirl International, Inc. has registrations with USPTO for the following Fuzzy Peach Marks:

Trademark	Registration Number	Registration Date	Register
	4,296,265	February 26, 2013	Principal

~~FPI has registrations with the USPTO for the following Fosters Freeze Trademarks:~~

<del>Trademark</del>	<del>Registration Number</del>	<del>Registration Date</del>	<del>Register</del>
<del>FOSTERS FREEZE</del>	<del>5,483,590</del>	<del>June 5, 2018</del>	<del>Principal</del>
<del></del>	<del>5,829,323</del>	<del>August 6, 2019</del>	<del>Principal</del>
<del></del>	<del>6,301,528</del>	<del>March 23, 2021</del>	<del>Principal</del>
<del>SUNSHINE &amp; HAPPINESS</del>	<del>6,301,529</del>	<del>March 23, 2021</del>	<del>Principal</del>

We do not have a registration on the Principal Register for one of the CherryBerry Marks (registration number 4,445,290 - Supplemental Register). Therefore, this trademark does not have as many legal benefits and rights as a trademark registered on the Principal Register. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses. There are no effective adverse material determinations of the USPTO, the Trademark Trial and Appeal Board or the trademark administrator of any state, or any court, and no pending infringement, opposition or cancellation proceedings or material litigation involving the Marks. All required affidavits and renewals have been filed.

We do not know of any superior prior rights or infringing uses that could materially affect your use of the trademarks. You must follow our rules when using the Marks. You cannot use our name or Mark as part of a corporate name or with modifying words, designs or symbols unless you receive our prior

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

We require that you either directly operate your Franchised Business or designate a manager (“Franchise Manager”) who has been approved by us. The “Responsible Owner” is an individual who will be principally responsible for communicating with us about the Franchised Business. The Responsible Owner must have the authority and responsibility for the day-to-day operations of your Franchised Business. If you are an individual, you are the Responsible Owner. If you are a legal entity, you must appoint an individual that has at least a 10% equity interest in the legal entity to be the Responsible Owner. Your Responsible Owner and your Franchise Manager, if any, must successfully complete our training program (See Item 11). We may require that the Franchise Manager have an ownership interest in the legal entity of the Franchise owner. If you replace your Responsible Owner or Franchise Manager, the new Responsible Owner or Franchise Manager must satisfactorily complete our training program at your own expense.

If you are a legal entity, each owner (i.e., each person holding a direct or indirect ownership interest in you) must sign a Franchise Owner Agreement, which is attached to the Franchise Agreement as Attachment C. We also require that the spouses of the Franchise owners sign the Franchise Owner Agreement. Any Franchise Manager and officer of your legal entity must sign the “System Protection Agreement,” the form of which is attached to this Franchise Disclosure Document in Exhibit G (unless they already signed a Franchise Owner Agreement). All of your employees, independent contractors, agents or representatives that may have access to our confidential information must sign a confidentiality agreement (unless they already signed a System Protection Agreement), the current form of which is attached to this Franchise Disclosure Document in Exhibit G.

**ITEM 16**  
**RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must sell or offer for sale only those products and services authorized by us, and which meet our standards and specifications. Authorized products may differ among our franchisees and may vary depending on the operating season and geographic location of your Franchised Business or other factors. You must follow our policies, procedures, methods and techniques. You must sell or offer for sale all types of products and services specified by us. ~~If you operate a Co-Branded Franchised Business, you must offer Fosters Freeze products under the Fosters Freeze Trademarks.~~ We may change or add to our required products and services, at our discretion, with prior notice to you. If we change or add to our required products and services, the changes or additions will remain in permanent effect, unless we specify otherwise. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. There are no limitations on our rights to make changes to the required products and services offered by you. You must discontinue selling and offering for sale any products and services that we disapprove. We reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions.

You may not establish an account or participate in any social networking sites, crowd-funding campaigns, or blogs or mention or discuss the USF Franchise, us or any of our affiliates without our prior written consent and as subject to our online policy. Our online policy may completely prohibit you from any use of the Marks in social networking sites or other online use. You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales. Otherwise, we place no restrictions upon your ability to serve customers, provided you do so from the location of your Franchised Business in accordance with our policies.



# FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Franchise Agreement”) is made, entered into and effective as of the “Effective Date” set forth in Attachment A to this Franchise Agreement, by and between U Swirl Franchising LLC, a Delaware limited liability company (“we,” “us,” or “our”), and the franchisee set forth in Attachment A to this Franchise Agreement (“you” or “your”). If more than one person or entity is listed as the franchisee, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Franchise Agreement.

## 1. INTRODUCTION

This Franchise Agreement includes several attachments, each of which are legally binding and are a part of the complete Franchise Agreement. It is your responsibility to read through the entire Franchise Agreement. This Franchise Agreement creates legal obligations you must follow. We recommend that you consult with a legal professional to ensure that you understand these obligations. If you have questions, or if you do not understand a certain provision or section, please review it with your legal and financial advisors before you sign this Franchise Agreement.

This Franchise Agreement has defined terms. A defined term is a shorthand reference within a document that refers to another name or idea in the document. Defined terms are underlined and surrounded by double quotes, typically with capitalized first letters, and may be contained in parentheses throughout the Franchise Agreement.

## 2. GRANT OF FRANCHISE

As a franchisee, you will operate a business providing self-service frozen yogurt and beverages and other frozen dessert products (“Franchised Business”). The Franchised Business will operate under our service marks, trademarks, trade names, trade dress, logos, slogans and commercial symbols as we may from time to time authorize or direct you to use with the operation of the Franchised Business (the “Marks”). We offer the option to operate a Franchised Business under the following Marks: “U-Swirl Frozen Yogurt,” “CherryBerry,” “Yogurtini,” “Yogli-Mogli,” “Aspen Leaf Yogurt,” “Let’s Yo!” and “Fuzzy Peach” (each, a “USF Brand.”) In Attachment A, we designate the USF Brand under which you will operate and whether you will operate a Franchised Business that operates under a single USF Brand only (a “Standard Franchised Business”). ~~or a Franchised Business that operates as a USF Brand and offers Fosters Freeze frozen confections under the Fosters Freeze trademark under the Co-Branded Addendum attached to the Franchise Disclosure Document as Exhibit G-8 (“Co-Branded Franchised Business.”)~~

We grant you a non-exclusive license to own and operate Franchise Business using the business formats, methods, procedures, signs, designs, standards, specifications, distinguishing elements, and intellectual property (the “System”) that we authorize from a single location we approve (“Premises”) strictly in compliance with the terms and conditions set forth in this Franchise Agreement, within the Territory or other areas we may specify in Attachment A-1 to this Franchise Agreement. You recognize and acknowledge the distinctive significance to the public of the System and Marks and acknowledge and understand our high and uniform standards of quality, appearance and service to the value of the System. You acknowledge that we may change, improve or otherwise modify the System as we deem appropriate in our discretion and you agree to promptly accept and comply with any such changes, improvements or modifications. You further acknowledge that our grant to operate a Franchised Business is based on the representations made in your application. You acknowledge and agree that this Franchise Agreement does not grant you the right or option to open any additional Franchised Businesses, unless you are

(including family members) could jeopardize the entire System because you and the Owners have received an advantage through knowledge of our day-to-day operations and Confidential Information related to the System. Accordingly, you and the Owners agree to comply with the covenants described in this Section to protect the Intellectual Property and our System.

## 18.2 Unfair Competition During the Term

For purposes of this Franchise Agreement, “Competitive Business” means any business that: (i) sells or offers to sell products the same as or similar to the type of products sold by the Franchised Business; or (ii) provides or offers to provide services the same as or similar to the type of services sold by you, but excludes a Franchised Business operating under a franchise agreement with us. A Competitive Business shall not include ownership of up to five percent (5%) of any publicly-held company or mutual fund that owns, operates, has an interest in, or controls any business that otherwise would meet the definition of a Competitive Business.

You agree not to compete with us during the Term by engaging in any of the following activities (“Prohibited Activities”): (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in any Competitive Business; (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); or (iii) inducing any customer of ours (or of one of our affiliates’ or franchisees’) to transfer their business to you or to any other person that is not then a franchisee of ours.

## 18.3 Unfair Competition After the Term

For purposes of this Section, the “Restricted Period” means a period of 2 years after the termination, expiration or Transfer of this Franchise Agreement. For purposes of this Section, the “Restricted Territory” means the geographic area within: (i) a 5-mile radius of the Premises; and (ii) a 5-mile radius ~~from all other Premises~~ from the premises of any other U-Swirl Frozen Yogurt, “CherryBerry”, “Yogurtini”, “Yogli-Mogli”, “Aspen Leaf Yogurt”, “Let’s Yo!” or Fuzzy Peach that are operating under construction as of the date of the termination, expiration or Transfer of this Franchise Agreement.

During the Restricted Period, you agree that you will not engage in any Prohibited Activities within the Restricted Territory and that you will cause each of your Owners to not engage in any Prohibited Activities within the Restricted Territory. If you or any Owner engages in a Prohibited Activity within the Restricted Territory during the Restricted Period, then the Restricted Period applicable to you (and applicable to each non-compliant Owner under the Franchise Owner Agreement) will be extended by the period of time during which you or the non-compliant Owner, as applicable, engaged in the Prohibited Activity.

## 18.4 Employees and Others

Any Franchise Manager and, if you are an Entity, any officer that does not own equity in you must sign our current System Protection Agreement. You must ensure that all of your employees, officers, directors, partners, members, independent contractors, and other persons associated with you or your Franchised Business who may have access to our Confidential Information, and who are not required to sign a System Protection Agreement, sign the Confidentiality Agreement before having access to our Confidential Information. You must use your best efforts to ensure these individuals comply with the terms of the Confidentiality Agreements and System Protection Agreements, and you must immediately notify us of any breach that comes to your attention. You agree to reimburse us for all expenses we incur

**ATTACHMENT A**  
**TO FRANCHISE AGREEMENT**

**FRANCHISE DATA SHEET**

1. **Effective Date.** The Effective Date of the Franchise Agreement is: \_\_\_\_\_, 20\_\_.

2. **Franchisee.** The franchisee identified in the introductory paragraph of the Franchise Agreement is:

\_\_\_\_\_

3. **Notice Address.** Franchisee Notice Address is:

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **Initial Franchise Fee.** The “Initial Franchise Fee” is: (check one):

\_\_\_ \$25,000 for a single Franchise.

\_\_\_ \$15,000 if you are an Existing Franchisee in the U Swirl System or Qualified Veteran.

\_\_\_ \$20,000 if you are a System Employee or University Program Participant.

\_\_\_ See Multi-Franchise Addendum. This is the first Franchise Agreement under a Multi- Franchise Addendum, and the Initial Franchise Fee owed shall be equal to the Initial Development Fee set forth therein.

\_\_\_ Not applicable; this Franchise Agreement is being signed as a Successor Franchise Agreement or as a result of a Transfer.

\_\_\_ Not applicable; this second, third, fourth or fifth Franchise Agreement is being signed under a Multi-Franchise Addendum between Franchisee and Franchisor and no Initial Franchise Fee is due.

5. **Territory:** (check one)

\_\_\_ The Franchised Business will be operated in a Metropolitan Area and will not have a Territory.

\_\_\_ The Franchised Business will be operated from a Non-Traditional Location and will not have a Protected Area. You will be required to sign a Non-Traditional Location addendum (in the form attached to the Franchise Disclosure Document in Contracts for use -Exhibit G or Exhibit H).

\_\_\_\_\_ Subject to final approval of the location of the Franchised Business, the parties intend that the Franchised Business will have a Territory, which shall be set forth in Attachment A-1. We will present you with the Territory upon the identification of the site for the Franchised Business. If you do not wish to accept the Territory, you may choose another site location and we will present you with another Territory based on the site selected.

\_\_\_\_\_ You and we have mutually agreed upon a Territory indicated below. You acknowledge that the Territory is in conformance with the territory guidelines stated in Item 12 of the Franchise Disclosure Document.

6. **Location.** If a particular site for the Premises has been selected and approved at the time of the signing of this Franchise Agreement, it shall be entered in Attachment A-1 as the Premises location, and the Territory shall be as listed in Attachment A-1, if applicable. If a particular site has not been selected and approved at the time of the signing of this Franchise Agreement, once we have approved a location for your Premises, you and we will execute Attachment A-1.

7. **Marks.** The Franchised Business will be operated under the following Mark:

- \_\_\_\_\_ U-Swirl Frozen Yogurt
- \_\_\_\_\_ CherryBerry
- \_\_\_\_\_ Yogurtini
- \_\_\_\_\_ Yogli-Mogli
- \_\_\_\_\_ Aspen Leaf Yogurt
- \_\_\_\_\_ Let's Yo!
- \_\_\_\_\_ Fuzzy Peach

8. **Franchise Type**

~~\_\_\_\_\_ Subject to Franchisee's execution of the Co-Branding Addendum and payment of the Co-Branding Addendum, Franchisee will operate a Co-Branded Franchised Business.~~

\_\_\_\_\_ Franchisee will operate a standard Franchised Business that will not include any Fosters Freeze products.

*(Signature Page Follows)*

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title:

\_\_\_\_\_



**EXHIBIT G-8**

**U-SWIRL FRANCHISING LLC**

**CO-BRANDING ADDENDUM TO FRANCHISE AGREEMENT**

This ~~Fosters Freeze Co-Brand Addendum to Franchise Agreement~~ (this "Addendum") is between U-Swirl Franchising LLC ("Franchisor") and the undersigned "Franchisee."

~~WHEREAS, Fosters Freeze International, LLC, a Delaware limited liability company ("FFI"), has developed proprietary methods ("FFI Methods") for the development and operation of retail Franchised Business that offer soft serve confections ("FFI Products"), all of which are sold in Franchised Business under the Fosters Freeze name and associated trademarks and service marks ("Fosters Freeze Trademarks") (the FFI Methods, FFI Products and Fosters Freeze Trademarks being collectively referred to as the "FFI System");~~

~~WHEREAS, FFI and Franchisor entered into a Limited License Agreement effective on May 1, 2023 ("Limited License Agreement") whereby FFI has permitted Franchisor and Franchisor's franchisees to use the Fosters Freeze Trademarks and sell the FFI Products;~~

~~WHEREAS, Franchisee is entering into a Franchise Agreement with Franchisor on even date herewith ("Franchise Agreement"), for the operation of a businesses that uses the USI Brand(s) designated in Attachment A of the Franchise Agreement ("Franchised Business");~~

~~WHEREAS, Franchisee wishes to enter into this Addendum to its Franchise Agreement in order to supplement its product offerings with certain FFI Products and use of the Fosters Freeze Trademarks as part of its Franchised Business; and~~

~~WHEREAS, all capitalized terms not defined in this Addendum have the respective meanings set forth in the Franchise Agreement as amended, if applicable.~~

~~NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:~~

~~1. ——— **Grant**. Franchisor grants to Franchisee, and Franchisee accepts from Franchisor, during the term of this Addendum, a limited right, solely in accordance with this Addendum, to use the FFI System, including the Fosters Freeze Trademarks, and to sell the FFI Products at the Premises (the "FFI Rights"). Neither Franchisor nor Franchisee has any ownership of the rights to, interest in, or goodwill associated with the Fosters Freeze Trademarks.~~

~~2. ——— **Term of Grant**. The term of this Addendum shall commence on the Effective Date (as defined below), and, except as provided in this Addendum, it will expire or otherwise terminate on the same date as the Franchise Agreement. Franchisee acknowledges and agrees that Franchisor is under no obligation to offer any renewal rights granted in this Addendum to Franchisee and that Franchisor may choose to offer Franchisee the right to renew the rights granted in this Addendum concurrent with a Successor Franchise Agreement in Franchisor's sole and absolute discretion. If Franchisor offers Franchisee the right to continue to operate under the FFI System upon renewal of the Franchise Agreement then, Franchisee will sign the then current offering documents to allow Franchisee to continue to operate the FFI Rights concurrent with the Successor Franchise Agreement which may include Franchisor's then current form of Co-Branding Addendum and may contain materially different terms.~~

3. ~~**Application of Agreement to Co-Branded Franchised Business.** All references in the Franchise Agreement to the “Franchised Business,” as defined in Section 2 of the Franchise Agreement, are changed to refer to the “Co-Branded Franchised Business.” Except as may be otherwise noted in this Addendum or in the Franchise Agreement, all applicable terms, conditions, and requirements set forth in the Franchise Agreement applicable to the Franchised Business apply to the Co-Branded Franchised Business.~~

4. ~~**Co-Branding Fee.** Franchisee agrees to pay non-refundable a “Co-Branded Fee” equal to \$6,000 as consideration for its rights upon signing this Addendum.~~

5. ~~**The System.** Franchisee and Franchisor acknowledge and agree that the System for the Co-Branded Franchised Business includes standards and specifications relating to the FFI System as prescribed by Franchisor for Co-Branded Franchised Business from time to time. Much of the information related to the components of the System constitutes trade secrets of Franchisor, and some of the information related to the components of the System constitutes trade secrets of FFI.~~

6. ~~**Franchised Business Premises.** Notwithstanding anything in the Franchise Agreement to the contrary, Franchisee acknowledges that Franchisor’s standards and specifications for the Premises of a Co-Branded Franchised Business may be different from those of a standard Franchised Business and may include standards and specifications related to the FFI Products (including, without limitation, interior and exterior signage) and related services offered by a Co-Branded Franchised Business.~~

7. ~~**Restricted Use of Premises.** Franchisee shall be permitted to offer FFI Products from the Premises and the Franchise Agreement is hereby amended accordingly. Franchisee must comply with any policies, procedures, standards and specifications contained in Franchisor’s Franchise Operations Manual pertaining to Co-Branded Franchised Business and the FFI System.~~

8. ~~**Co-Branded Franchised Business Operations.** Franchisee shall offer all types of products and services as from time to time may be prescribed by Franchisor or FFI for the Co-Branded Franchised Business and shall refrain from offering any other types of products or services or operating or engaging in any other type of business or profession, from or through the Co-Branded Franchised Business. Franchisee acknowledges and agrees that the products and services offered for sale from or through the Co-Branded Franchised Business, and the standards and specifications of Franchisor related thereto, may differ from that of a standard Franchised Business and may be subject to alternative standards and specifications as may be developed and made available by the Franchisor or FFI from time to time.~~

9. ~~**Advertising.** Franchisee acknowledges that Franchisor’s standards and specifications for advertising and marketing a Co-Branded Franchised Business will incorporate FFI Products and Fosters Freeze Trademarks; and thus, may differ from the advertising and marketing standards and specifications for a Franchised Business that does not operate under a Co-Branding Addendum.~~

10. ~~**Fosters Freeze Trademarks.** Franchisee acknowledges that FFI and Franchisor have the right to use and to permit others to use the Fosters Freeze Trademarks listed in Attachment A of this Addendum, and that Franchisee’s right to use the Fosters Freeze Trademarks is derived solely from this Addendum and is limited to the exercise of the FFI Rights granted by and in compliance with this Addendum. Franchisee’s use of the Fosters Freeze Trademarks in any manner other than as specifically authorized by this Addendum will constitute an infringement of FFI’s and Franchisor’s rights in and to the Fosters Freeze Trademarks. Franchisee acknowledges and agrees that FFI shall be permitted to operate, or license others to operate, businesses operating under the Fosters Freeze Trademarks within and outside of the Franchisee’s Territory. Franchisee acknowledges and agrees that usage of the Fosters Freeze Trademarks under the terms of this Addendum and any goodwill or reputation established by that usage will inure to FFI’s and Franchisor’s benefit, and that this Addendum does not confer any goodwill, reputation, or other~~









~~IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement on the day and year first written above.~~

**Franchisor:**

**U SWIRL FRANCHISING, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE:**

**[FRANCHISEE ENTITY]**  
{a(n) Franchisee Entity State of  
Formation/Incorporation} [franchisee entity  
type]

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_


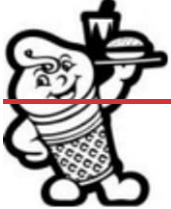
Title: \_\_\_\_\_



**ATTACHMENT A**

**Fosters Freeze Trademarks**

The term “Fosters Freeze Trademarks” includes the following:

Trademark	Registration Number	Registration Date	Register
FOSTERS FREEZE	5,483,590	June 5, 2018	Principal
	5,829,323	August 6, 2019	Principal
	6,301,528	March 23, 2021	Principal
SUNSHINE & HAPPINESS	6,301,529	March 23, 2021	Principal



## State Effective Dates

The following states have franchise laws that 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:

<u>State</u>	<u>Effective Date</u>
<u>Indiana</u>	<u>October 10, 2023</u>
<u>Minnesota</u>	<u>Pending</u>
<u>South Dakota</u>	<u>May 9, 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.

**RECEIPT**  
**(Retain This Copy)**

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

If U Swirl Franchising LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, U Swirl Franchising LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires U Swirl Franchising LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If U Swirl Franchising LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Nealesh Dahya, 14071 Peyton Drive, Suite 2697, Chino Hills, CA 91709, (909) 264-1550
Nimesh Dahya, 14071 Peyton Drive, Suite 2697, Chino Hills, CA 91709, (909) 264-1550

Issuance Date: June ~~11~~12, 2024 .

I received a disclosure document issued June ~~11~~12, 2024, which included the following exhibits:

- Exhibit A List of State Administrators and Agents for Service of Process
- Exhibit B Financial Statements
- Exhibit C Franchise Agreement
- Exhibit D List of Current and Former Franchisees
- Exhibit E Franchise Operations Manual Table of Contents
- Exhibit F State Addenda and Agreement Riders
- Exhibit G Contracts for use with the USF Franchise
- Exhibit H Franchise Disclosure Questionnaire
- Exhibit I State Effective Dates
- Exhibit J Receipt

\_\_\_\_\_  
Date Signature Printed Name

\_\_\_\_\_  
Date Signature Printed Name

**PLEASE RETAIN THIS COPY FOR YOUR RECORDS.**



**RECEIPT  
(Our Copy)**

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

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Issuance Date: ~~June 11, 2024~~ June 12, 2024

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- Exhibit J Receipt

\_\_\_\_\_  
Date Signature Printed Name

\_\_\_\_\_  
Date Signature Printed Name

Rev. 012417

**Please sign this copy of the receipt, date your signature, and return it to U Swirl Franchising LLC, 14071 Peyton Drive, Suite 2697, Chino Hills, California, 91709.**

