

other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.

9. **Estimated Initial Investment.** The franchisee will be required to make an estimated initial investment ranging from \$513,320 to \$1,317,900. This amount exceeds the franchisor's stockholder's equity as of December 30, 2023, which is negative \$210,000.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, “WNW,” “we,” or “us,” means WNW Franchising, LLC, the franchisor. “You” means each person who buys the franchise and includes your owners and principals if you are a corporation, limited liability company, or other business entity.

The Franchisor

WNW is a Delaware limited liability company formed on January 18, 2022. Our principal business address is 17410 College Parkway, Livonia MI 48152-2369, telephone number (734) 793-6600. We do business under our corporate name and the trademark Wag N Wash®. We began offering franchises in 2022. We do not operate any franchises of the type being offered under this Disclosure Document. A list of our agents for service of process is attached as Exhibit B to this Disclosure Document.

The Wag N Wash® Business

Wag N Wash® Stores offer self-service pet bathing, professional pet grooming, and retail sale of select pet supplies, pet accessories, pet bakery, and pet food items in a small format store environment. Each Store operates according to our proprietary business system, which includes: (a) uniform standards and specifications for providing self-service pet bathing and professional bathing and grooming services, and items for retail sale; (b) access to our supplier networks; (c) specifications for interior and exterior construction, design, and layout; (d) specifications for furniture, fixtures, and equipment; (e) sales techniques; (f) merchandising, marketing, advertising, and inventory management systems; and (g) other general procedures for operating and managing a retail Store (the “System”). Stores offer the convenience of self-service pet bathing, professional grooming service, and a curated assortment of products for retail sale.

We identify the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the “Wag N Wash®” mark, distinctive trade dress, and such other trade names, trademarks, and service marks as we now or in the future may designate in writing for use in connection with the System (the “Marks”). We continue to develop, use, and control the use of the Marks in order to identify for the public the source of products and services marketed under the System, and to represent the System’s high standards of quality, appearance, and service. We reserve the right to create and develop private label products, including but not limited to pet food, pet supplies, and pet accessories to be offered to the public under the Marks we designate (“Proprietary Products”).

A copy of our single unit “Franchise Agreement” is attached as Exhibit F to this Disclosure Document.

Multi-Unit Program

In addition to our single unit offering, we grant qualified individuals the right to own and operate multiple Stores (usually two or three Stores) through a Multi-Unit Agreement. A copy of our Multi-Unit Agreement is attached as Exhibit G to this Disclosure Document. You must sign our then-current form of Franchise Agreement for each store developed under a Multi-Unit

Agreement, which may differ from the current Franchise Agreement included with this Franchise Disclosure Document.

Parents and Predecessor

We have one predecessor, Healthy Pet Partners, LLC (“HPP”). HPP was formed as a Colorado limited liability company on November 16, 2005, and began offering franchises to operate retail businesses providing self-service pet bathing, professional pet bathing and grooming, and retail sale of pet supplies under the name Wag N Wash in January 2006. We are now the exclusive franchisor of Wag N Wash franchises and began offering franchises in 2022. Any historical information contained in this disclosure document relating to the events before February 22, 2022, represents information about our predecessor.

We have three parent companies, including PSP Group, LLC, a Delaware limited liability company, Pet Supplies Plus, LLC, a Delaware limited liability company, and PSP Midco, LLC, a Delaware limited liability company. They all share a principal business address at 17410 College Parkway, Livonia, MI 48152-2369.

Franchise Group Newco PSP, LLC, a Delaware limited liability company and a subsidiary of Franchise Group, Inc., a Delaware corporation, acquired a controlling ownership interest of the Pet Supplies Plus brand on March 10, 2021. Franchise Group Newco PSP, LLC and Franchise Group, Inc. each have a principal business address at 109 Innovation Court, Suite J, Delaware, Ohio 43015.

On August 21, 2023, Franchise Group, Inc. (FRG), Freedom VCM, Inc., a Delaware corporation (“Freedom VCM”) and Freedom VCM Subco, Inc., a Delaware corporation and wholly-owned subsidiary of Parent (“Freedom VCM Sub”), completed the transactions contemplated by that certain Agreement and Plan of Merger, dated as of May 10, 2023 (the “Merger Agreement”), by and among the FRG, Freedom VCM and Freedom VCM Sub. Pursuant to the Merger Agreement, Freedom VCM Sub merged with and into FRG (the “Merger”), with FRG surviving the Merger as a subsidiary of Freedom VCM. Upon completion of the Merger, FRG became a privately held company that has a number of direct or indirect subsidiaries that currently offer and sell franchises in other, unrelated lines of business:

- (i) American Freight Franchisor, LLC (“American Freight”), a Delaware limited liability company formed in October 2020. American Freight offers franchises for the operation of a business that sells home furnishings, mattresses and appliances. As of December 31, 2023, there were 10 franchised American Freight locations and 261 company-owned American Freight locations (operated by American Freight, LLC, an indirect subsidiary of American Freight Franchisor, LLC) operating in the United States. American Freight’s principal business address is 109 Innovation Court, Delaware, Ohio 43015. American Freight has not offered franchises in any line of business other than as listed above, has not conducted a business similar to the Store you will operate, and has not engaged in any other business activity.
- (ii) Buddy’s Franchising and Licensing LLC (“Buddy’s”), a Florida limited liability company formed in June 2009 offers franchises for specialty retail businesses engaged in rent-to-own leasing (also referred to as “lease purchase”) and selling consumer electronics, residential furniture, appliances and household accessories

**ADDENDUM TO WNW FRANCHISING, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA**

This Amendment shall pertain to franchises sold in the State of Minnesota and shall be for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement or Multi-Unit Agreement to the contrary, the Agreements shall be amended as follows:

1. Minnesota law provides franchisee/developer with certain termination and nonrenewal rights. As of the date of this Agreement, Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that a franchisee/developer be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of nonrenewal of the Franchise Agreement.
2. WNW Franchising, LLC will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or will indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the marks to the extent required by Minnesota law.
3. Sections 16.1 and 16.4 of the Franchise Agreement and Sections 4.1 and 4.3 of the Multi-Unit Agreement shall be supplemented by the following provision:

Pursuant to Minn. Stat. Sec. 80C.21, this Paragraph shall not in any way abrogate or reduce any of your rights as provided in Minnesota Statutes, Chapter 80C, including but not limited to the right to submit matters to the jurisdiction of the courts of Minnesota.
4. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit WNW Franchising, LLC from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.
5. To the extent you are required to execute a general release in favor of WNW Franchising, LLC, such release shall exclude liabilities arising under the Minnesota Franchises Act, Minn. Stat. § 80C.01 *et seq.* as provided by Minn. Rule 2860.4400J.
- ~~6.~~ ~~6.~~ Any claims brought pursuant to the Minnesota Franchises Act, § 80.C.01 *et seq.* must be brought within 3 years after the cause of action accrues. To the extent that any provision of the Franchise Agreement or Multi-Unit Agreement imposes a different limitations period, the provision of the Act shall control.
- ~~7.~~ 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.

Franchisee/Developer Initials/Date

Franchisor's Initials/Date

**ADDENDUM TO WNW FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA**

For franchises and franchisees/developers subject to the Minnesota Franchise Act, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the WNW Franchising, LLC Franchise Disclosure Document.

Item 13

WNW Franchising, LLC will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or will indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the marks to the extent required by Minnesota law.

Item 17

Minnesota law provides franchisee/developers with certain termination and nonrenewal rights. As of the date of this Disclosure Document, Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that a franchisee/developer be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement or Multi-Unit Agreement.

Minn. Stat. Sec. 80C.21 provides that any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of Minnesota or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance or which has the effect of waiving compliance with any provision of §§ 80C.01 to 80C.22 of the Minnesota Franchises Act, or any rule or order thereunder, is void.

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit WNW Franchising, LLC from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

To the extent you are required to execute a general release in favor of WNW Franchising, LLC, such release shall exclude liabilities arising under the Minnesota Franchises Act, Minn. Stat. §80C.01 *et seq.* as provided by Minn. Rule 2860.4400J.

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.

**ADDENDUM TO WNW FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE COMMONWEALTH OF VIRGINIA**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for WNW Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17.h

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise and Multi-Unit Agreements does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the development fee owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the development agreement.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.