

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement and multi-unit development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in New York. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in New York than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Turnover Rate.** In the last 3 years (16), a high percentage of franchised outlets were terminated. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.
5. **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.
6. ~~**Gifting Service Requirement.** For a **WOOPS!® Boutique** or a **WOOPS!® Shop**, you will be required to achieve \$5,000 in luxury gifting services (non-retail) prior to opening your Franchised Business Location to the public for retail sales.~~
7. **Supplier Control.** You must purchase all or nearly all of the inventory & supplies necessary to operate your business from Franchisor, its affiliates, or from suppliers that Franchisor designates at prices that 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 franchised 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.

WOOPS! FRANCHISE, LLC
Franchise Disclosure Document

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EXHIBIT C: Multi-Unit Development Agreement

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EXHIBIT F: ~~Woops! Outlets as of the date of this Disclosure Document Acknowledgment Statement~~

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Type of Fee	Amount	Due Date	Remarks
	per week, subject to increases up to 6% of weekly Gross Revenue.	prior week (Monday through Sunday)	
Required Minimum Expenditure for Local Marketing and Advertising	The greater of (i) 2% of Gross Revenue (subject to increases not to exceed 5% of Gross Revenue), or (ii) \$100 per week (subject to reasonable increases in our discretion).	As incurred.	Payable to third-party suppliers or to us. All advertising must be approved by us. See Item 11. See footnote 2.
Brand Fund Contribution	2% of monthly Gross Revenue; subject to increases not to exceed 3% of monthly Gross Revenue.	Weekly on Tuesday for Gross Revenue of the prior week (Monday through Sunday)	Payable directly to the Brand Fund. See footnote 3.
Advertising Cooperative	Your share of actual cost of advertising.	As determined by cooperative.	No cooperatives have been established as of the date of this Disclosure Document. You are required to join an advertising cooperative if one is formed. Cooperatives will be comprised of all franchised WOOPS! outlets in a designated geographic area. Any affiliate-owned outlets may participate in an advertising cooperative, in our sole discretion. See footnote 4.
Late Charge	\$250	As incurred	If you fail to pay us the Continuing Royalty Fee, Brand Fund Fee, or if you fail to submit your Gross Revenue report when due, we may charge you \$75 for each late submission in addition to interest charges explained below.
Interest Charge	2% per month from due date, or maximum allowed by law	As incurred	If you fail to pay us any amount when due, we may charge you interest on the unpaid balance until the payment is received.

Type of Fee	Amount	Due Date	Remarks
	other related expenses incurred by trainees.		
Additional Training	A reasonable fee for all other additional training programs. You pay all travel, meals and other related expenses incurred by you and your personnel to attend training. <u>\$1,000 - \$5,000.</u>	As incurred.	See footnote 5.
Annual Conference Fee	Currently up to \$999 per person for our annual or semi-annual conference, subject to increase. You pay all travel, meals and other related expenses incurred by you and your personnel to attend the Annual Conference.	Yearly.	Payable to us. See footnote 6.
Remedial Training Fee	Our then-current trainer per diem rate plus expenses. Our current per diem rate is \$500 per day, plus travel and other expenses.	As incurred.	We may impose this fee, payable to us, if you request additional training at your premises from time-to-time, or if you are operating below our standards and we require you to have additional training. You must also pay all costs of our trainer, which include but are not limited to, airfare, transportation, hotel and meals.
Interim Management Support Fee	Our then-current per diem rate for on-site management, plus expenses. Our current rate is 5% of Gross Revenue, plus travel and other expenses.	As incurred.	We may impose this fee (in addition to all regularly occurring fees such as the Continuing Royalty Fee and Brand Fund Contributions), payable to us, if we provide on-site management of your Franchised Business.

Type of Fee	Amount	Due Date	Remarks
Taxes	Amount of taxes	When incurred.	You must reimburse us for any taxes that we must pay to any taxing authority on account of either the operation of your Franchised Business or payments that you make to us, including, but not limited to any sales taxes or income taxes imposed by any authority.

All fees and expenses described in this Item 6 are nonrefundable and are uniformly imposed. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us.

¹ You must pay us a Continuing Royalty Fee equal to the greater of (i) \$100 per week and (ii) four percent (4.0%) of the Gross Revenue generated weekly by your Franchised Business. We reserve the right to increase the Continuing Royalty Fee up to six percent (6%) of the Gross Revenue generated by your Franchised Business. “Gross Revenue” means all revenues and income from any source derived or received by Franchisee from, through, by or on account of the operation of the Franchised Business or made pursuant to the rights granted by the Franchise Agreement, including but not limited, any and all other revenues received using our methods, operations and/or trade secrets whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise. Gross Revenue includes the full amount payable by your customers, without deduction for your delivery costs or for other write-offs; however, Gross Revenue does not include (i) any sales tax or similar taxes collected from customers and turned over to the governmental authority imposing the tax, (ii) properly documented refunds to customers, and (iii) properly documented promotional discounts (i.e., coupons). Gross Revenue does not include gift card purchases, at the time of purchase, but Gross Revenue does include the redemption amount of purchases made by gift card. If you do not report revenues for the month, then we will collect 120% of the last Continuing Royalty Fee collected and settle the balance the next period in which you report revenue. You are required to set up authorization at your bank to allow us to electronically transfer funds from your bank account to our bank account. Interest and late fees will apply to any late payments or electronic funds transfer requests denied due to insufficient funds. We reserve the right to change the collection timing of the Royalty Fee from monthly to weekly with ~~reasonable~~ notice of thirty (30) days to you.

² You must spend a minimum of the greater of 2% of Gross Revenue or \$100 per week on local advertising and marketing activities, subject to increases up to 5% of monthly Gross Revenue. Upon our request, you must furnish us with a quarterly report and documentation of local advertising expenditures during the previous calendar quarter. We also reserve the right to require you to direct your required local advertising expenditures to our local or regional digital advertising vendor(s), which may include us or an affiliate. If we require you to direct local advertising expenditures to us or an affiliate, we will collect the expenditure weekly on Tuesday for Gross Revenue of the prior week.

³ You must pay directly to our Brand Fund a Brand Fund Contribution of two percent (2%) of monthly Gross Revenue, subject to increases not to exceed three percent (3%) of monthly Gross Revenue, generated by your Franchised Business. Payments are due at the same and in the same manner as the Royalty Fee. You may be required to set up authorization at your bank to allow the Brand Fund to electronically transfer funds from your bank account to the Brand Fund’s bank account. Interest and late fees will apply to any late payments or electronic funds transfer requests denied due to insufficient funds. If you do not report

your revenues for the month, then we will collect 120% of the last Brand Fund collected and settle the balance the next period in which you report revenue. We reserve the right to change the collection timing of the Royalty Fee from monthly to weekly with ~~reasonable~~-notice of thirty (30) days to you.

⁴ Each outlet in the cooperative, whether franchised or affiliate-owned, shall have one vote to determine any fees or other requirements imposed by the advertising cooperative. No cooperatives will be formed or maintained that result in our affiliate-owned outlets having a controlling voting power.

⁵ We may offer mandatory and/or optional additional training programs from time to time. If we require it, you must participate in additional training for up to three (3) days per year, at a location we designate. We ~~reserve estimate that the right to impose a reasonable fee, as yet to be determined,~~ for ~~all~~this additional training ~~programs~~ is between \$1,000 to \$5,000 depending on your location and training materials. You are responsible for any and all incidental expenses incurred by you and your personnel in connection with additional training, including, without limitation, costs of travel, lodging, meals and wages.

⁶ We may require you to attend a national business meeting or annual conference for up to five (5) days per year, at a location we designate. The current fee to attend this annual conference is \$999 per person, which is subject to increase. You are responsible for any and all incidental expenses incurred by you and your personnel in connection with attendance at the national business meeting or annual convention, including, without limitation, costs of travel, lodging, meals and wages.

⁷ If you wish to purchase, lease or use any, equipment, supplies, services or other items unapproved or from an unapproved supplier, you must request our prior written approval. As a condition to our approval, we may require inspection of the proposed supplier’s facilities and evaluation and testing of the proposed item or service. We reserve the right to charge you our actual cost of any inspection and testing.

⁸ We may establish quality assurance programs conducted by third-party providers, such as, by way of example only, mystery shop programs and periodic quality audits, to monitor the operations of your Franchised Business. If we require it, you must subscribe and pay the fees for any such program.

⁹ You must indemnify and hold us, our affiliates, and all of our respective officers, directors, agents and employees harmless from and against any and all claims, losses, costs, expenses, liability and damages arising directly or indirectly from, as a result of, or in connection with your business operations under the Franchise Agreement, as well as the costs, including attorneys’ fees, of defending against them.

¹⁰ If you fail to do so, in our sole discretion, we may correct any deficiency in the Franchised Business and/or your operation of the Franchised Business or take steps to modify, alter or de-identify the Franchised Business location upon the termination or expiration of the Franchise Agreement. You will reimburse us for our costs and expenses incurred to correct any deficiency or to modify, alter or de-identify the Franchised Business location.

ITEM 7: ESTIMATED INITIAL INVESTMENT
ESTIMATED INITIAL INVESTMENT
(WOOPS! MOBILE BUSINESS)

Type of Expenditure	Amount (WOOPS! Mobile Business)	Method of Payment	When Due	To Whom Payment is Made

heating/cooling with delivery systems, electrical switches and outlets, a finished ceiling, walls that are prepped for painting and a concrete slab floor. For a WOOPS!® Boutique or a WOOPS!® Shop, You will be required to pay us a Project Management Fee to create a site design and to oversee the buildout process. You will need to hire an architect and/or engineer to implement the site design, to oversee the construction process and progress and to ensure proper buildout of the store.

⁷ For a WOOPS! Mobile Business, you will be required to purchase a kiosk. The low end of this estimate assumes you will lease or finance the kiosk if available in your area, and the high end of the estimate assumes you will purchase the kiosk outright. For WOOPS! Mobile Businesses, WOOPS! Boutiques and WOOPS! Shops, you will be required to purchase an event cart for non-retail sales.

⁸ This is an estimate of the costs of building permits, sign permits and a certificate of occupancy for your premises. Not all locations will require all of these permits, depending on the prior use of the premises and the requirements of local ordinances. This estimate also includes the cost of a local business license. The costs of permits and licenses will vary by location.

⁹ This estimate reflects the initial 3-month rental cost of our currently required POS system. Rental costs are subject to increase at the discretion of the third-party provider. Rental costs currently include upgrades, as required. At your option, you may purchase the POS System, which is approximately \$2,000 per unit. If you purchase your POS System, you will also need to purchase any required upgrades. We reserve the right to change your requirements for computer hardware and software at any time.

¹⁰ This estimate is for the cost of the initial inventory sufficient for approximately 1-2 months of operation. Your initial inventory will include food and beverage products, paper and plastic products, containers, accessories, merchandise, and other products used in the operation of the Franchised Business.

¹¹ This estimate includes the costs for consumable office supplies and other items such as waste baskets, pens, and printer ink.

¹² You may incur professional fees depending on the scope of work performed, which may include, legal and accounting fees to review franchise documents and costs of forming a separate legal entity and/or obtaining zoning approval. This list is not exhaustive. This amount will vary greatly depending on your specific needs and location. ~~We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this disclosure document, and the Franchise Agreement.~~ It is also advisable to consult these professionals to review any lease or other contracts that you will enter into as part of starting your franchise.

¹³ Before you open for business, you must purchase and maintain at your sole cost and expense the insurance coverage that we specify. Insurance costs and requirements may vary widely in different localities. The estimate is for the first quarterly premium for required minimum insurance coverage. We reserve the right to require additional types of insurance and coverage as provided in the Franchise Agreement.

¹⁴ This is an estimate of the amount of additional operating capital that you may need to operate your Franchised Business during the first three (3) months after commencing operations. This estimate includes such items as rent, utilities, internet service, initial payroll and payroll taxes, Royalties (as described in this disclosure document), Brand Fund Contributions, Post-Opening Assistance Fee, repairs and maintenance, bank charges, miscellaneous supplies and equipment, initial staff recruiting expenses, and other miscellaneous items. These estimates do not include any compensation to you nor do they include debt service. These items are by no means all-inclusive of the extent of possible expenses.

We relied upon the experience of other WOOPS![®] outlets to compile these estimates. ~~You should review these figures carefully with a business advisor before making any decision to invest in the franchise.~~ We estimate that a franchisee can expect to put additional cash into the business during at least the first three to six months, and sometimes longer.

We do not offer direct or indirect financing to franchisees for any items included in this section. Unless otherwise noted, the low-end estimates stated above are based on estimates for those franchisees that finance or lease the items contained in these tables and assume a minimum of three months of payments of principal and interest on 3 to 4 year financing terms. The high-end estimates assume you will purchase the items contained in these tables.

All fees and payments are non-refundable, unless otherwise stated or permitted by payee.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We have identified various suppliers, distributors and manufacturers of equipment, fixtures, inventory, supplies and services that your Franchised Business must use or provide which meet our standards and requirements. You must purchase all equipment, fixtures, inventory, supplies and services from our designated suppliers and contractors or in accordance with our specifications. We maintain written lists of approved items of equipment, fixtures, inventory, supplies and services (by brand name and/or by standards and specifications) and a list of designated suppliers and contractors for those items. We will update these lists periodically and issue the updated lists to all franchisees.

In addition to approved and/or designated vendors, we and our affiliates are approved suppliers of certain (i) equipment and fixtures, (ii) business products and supplies, and (iii) marketing and promotion services.

You must purchase proprietary baked goods from our affiliate, FoodArt Bakery, LLC, or another vendor as we may designate. FoodArt Bakery, LLC, is currently the only approved supplier of these items. FoodArt Bakery, LLC is also the only approved supplier for shipment orders. Our corporate officers own interests in FoodArt Bakery, LLC. Additionally, at our option, you must (i) engage our approved accounting services provider(s), or (ii) engage only an accounting services provider that we have approved.

We approve suppliers after careful review of the quality of the products they provide to us and our franchisees. If you would like us to consider another item or supplier, you must make such request in writing to us and have the supplier give us samples of its product or service and such other information that we may require. If the item and/or supplier meets our specifications, as we determine in our sole discretion, we will approve it as an additional item or supplier. We will make a good-faith effort to notify you whether we approve or disapprove of the proposed item or supplier within 30 days after we receive all required information to evaluate the product or service. If we do not approve any request within 30 days, it is deemed unapproved. We reserve the right to revoke approval of any item or supplier that does not continue to meet our then-current standards. Our criteria for approving items and suppliers are not available to you. If you request that we approve a proposed item or supplier, we may charge for our actual costs incurred for product testing and evaluation.

We maintain written lists of approved items of equipment, fixtures, inventory, and services (by brand name and/or by standards and specifications) and a list of designated suppliers and contractors for those items. We update these lists periodically and issue the updated lists to all franchisees.

Our affiliate, FoodArt Bakery, LLC, will derive revenue from your purchase of baked goods. Based on FoodArt Bakery, LLC's financial statements, in the fiscal year ending December 31, 2023, FoodArt Bakery, LLC received \$2,206,008 in revenue from required purchases by franchisees, which comprised 77% of

Alternative Distribution Channels) within the Development Area and elsewhere. These permitted activities include the same activities described above related to the Franchise Agreement. If you sign a Multi-Unit Development Agreement, we will determine the territory for each WOOPS! outlet based on our then-current territory standards.

There is no minimum sales requirement, market penetration or other contingency that will affect your limited protected right to operate in the Territory or the Delivery Area during the term of your Franchise Agreement, unless you are in default of your obligations to us. However, for a WOOPS!® Boutique or a WOOPS!® Shop, you will be required to achieve \$10,000 in gifting services (non-retail) monthly Gross Revenue prior to opening your Franchised Business Location to the public for retail sales.

You may not change the location of your Franchised Business, without our written consent, which we may withhold in our sole discretion. The conditions under which we may allow you to relocate include the following: loss of your premises not due to your default, demographics of the surrounding area, proximity to other WOOPS!® outlets, lease requirements, traffic patterns, vehicular and pedestrian access, proximity to major roads, available parking, and overall suitability. If you wish to relocate, you must identify a new location for the Franchised Business that meets our approval, in accordance with our then-current site selection procedures, within 90 days. If you do not identify a site within this time period, we may terminate the Franchise Agreement. While you are closed for relocation, you must continue to pay us a minimum Royalty and Brand Fund contribution equal to the average paid during the four (4) calendar quarters immediately preceding the loss of your premises.

Unless you have signed our Multi-Unit Development Agreement, we may, but have no obligation to, consider granting to you the right to establish additional WOOPS!® outlets under other franchise agreements if you are in compliance with the Franchise Agreement and propose to open another WOOPS!® outlet in an area and at a location we approve. The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises.

We and our affiliates may sell products and services under the Mark within or outside the Territory or development area through any method of distribution other than a dedicated WOOPS! outlet location, such as distribution through retail outlets, including but not limited to, grocery stores; in captive market locations, such as airports and malls; and the Internet (“Alternative Distribution Channels”). You will receive no compensation for our sales through Alternative Distribution Channels in the Territory or development area.

You may not use Alternative Distribution Channels to make sales inside or outside your Territory or Delivery Area; however, we will include a listing on our website of your WOOPS!® outlet location. There is currently no restriction on your ability to advertise to or solicit sales from consumers in or outside your Territory or Delivery Area, provided that such solicitation and fulfillment of orders is done in accordance with our standards and specifications; however, we may, in our discretion, implement such restrictions in the future.

ITEM 13: TRADEMARKS

BYWOOPS, LLC (“Licensor”) is the owner of the Mark and has granted us the exclusive right to use the Mark and license to others the right to use the Mark in the operation of a WOOPS!® outlets in accordance with the System. The Franchise Agreement will license to you the right to operate your Franchised Business under the WOOPS! service marks, as described below (“Principal Marks”):

Mark	Registration Number	Registration Date	Register
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Gross Retail Revenue (Monthly) – 2023^{1,2}
Franchise-Owned Outlets[^]

Table 2-A: Quarter 1

Establishment	January Net Sales	January #	January Avg	Feb Net Sales	Feb #	Feb Avg	Mar Net Sales	Mar #	Mar Avg
Main Gate	\$57,374	5,253	\$10.92	\$65,848	5,963	\$11.04	\$63,041	5,782	\$10.90
Coeur d'Alene	\$33,942	2,087	\$16.26	\$37,512	2,153	\$17.42	\$39,560	2,513	\$15.74
Bryant Park	\$7,336	282	\$26.01						
Scottsdale Fashion Square	\$29,872	1,258	\$23.75	\$31,772	1,225	\$25.94	\$35,815	1,514	\$23.66
Cherry-Hill	\$30,554	1,169	\$26.14	\$34,481	1,262	\$27.32	\$31,412	1,192	\$26.35
Port Authority	\$51,157	874	\$58.53	\$46,187	1,456	\$31.72	\$40,416	1,401	\$28.85
Ontario Mills	\$26,578	1,497	\$17.75	\$29,812	1,278	\$23.33	\$36,659	1,806	\$20.30
Galleria Dallas	\$32,007	1,961	\$16.32	\$25,263	1,504	\$16.80	\$28,646	1,686	\$16.99
Penn Square Mall	\$20,995	1,144	\$18.35	\$22,946	1,184	\$19.38	\$27,515	1,494	\$18.42
Burlington Mall	\$21,106	1,006	\$20.98	\$23,417	1,012	\$23.14	\$22,448	987	\$22.74
Stonebriar Centre	\$19,727	1,165	\$16.93	\$20,375	1,106	\$18.42	\$23,827	1,324	\$18.00
West Town	\$19,267	948	\$20.32	\$23,987	1,050	\$22.84	\$21,038	1,022	\$20.59
Opry Mills Mall	\$17,560	753	\$23.32	\$20,144	838	\$24.04	\$24,731	1,059	\$23.35
Green Hills Mall	\$18,745	781	\$24.00	\$21,614	875	\$24.70	\$20,392	866	\$23.55
Natick Mall	\$18,328	779	\$23.53	\$19,388	827	\$23.44	\$17,651	758	\$23.29
Columbus Circle	\$15,633	810	\$19.30	\$23,613	1,091	\$21.64	\$21,534	1,119	\$19.24
Menlo	\$10,937	557	\$19.64	\$15,924	584	\$27.27	\$11,734	606	\$19.36
Newton Center	\$10,492	426	\$24.63	\$11,538	486	\$23.74	\$10,222	490	\$20.86
Jersey Gardens	\$6,100	323	\$18.89	\$9,075	415	\$21.87	\$10,691	516	\$20.72
Newport Centre	\$9,550	443	\$21.56	\$12,132	459	\$26.43	\$9,457	494	\$19.14
Cambridgeside	\$8,579	410	\$20.92	\$12,684	485	\$26.15	\$11,992	492	\$24.37
Arrowhead Towne Center	\$10,513	504	\$20.86	\$11,861	542	\$21.88	\$12,299	586	\$20.99
Total	\$476,352	24,430	\$19.50	\$519,573	25,795	\$20.14	\$521,080	27,707	\$18.81
Median			\$20.89			\$23.33			\$20.72

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Table 2-B: Quarter 2

Establishment	April Net Sales	April #	April Avg	May Net Sales	May #	May Avg	June Net Sales	June #	June Avg
Main Gate	\$64,938	5,851	\$11.10	\$54,309	4,516	\$12.03	\$35,611	2,952	\$12.06
Coeur d'Alene	\$40,088	2,498	\$16.05	\$49,133	3,128	\$15.71	\$59,913	3,702	\$16.18
Bryant Park									
Scottsdale Fashion Square	\$27,539	1,123	\$24.52	\$27,932	1,079	\$25.89	\$28,391	1,099	\$25.83
Cherry-Hill	\$29,063	1,082	\$26.86	\$31,981	1,130	\$28.30	\$26,313	1,016	\$25.90
Port Authority	\$30,933	1,290	\$23.98	\$33,642	1,300	\$25.88	\$25,791	1,190	\$21.67
Ontario Mills	\$33,526	1,742	\$19.25	\$35,789	1,822	\$19.64	\$28,322	1,537	\$18.43
Galleria Dallas	\$21,599	1,354	\$15.95	\$20,765	1,321	\$15.72	\$21,605	1,394	\$15.50
Penn Square Mall	\$22,512	1,145	\$19.66	\$22,309	1,167	\$19.12	\$19,053	1,068	\$17.84
Burlington Mall	\$20,966	885	\$23.69	\$20,543	805	\$25.52	\$19,531	906	\$21.56
Stonebriar Centre	\$20,278	1,132	\$17.91	\$20,899	1,091	\$19.16	\$20,762	1,208	\$17.19
West Town	\$21,869	1,033	\$21.17	\$21,524	978	\$22.01	\$16,973	864	\$19.64
Opry Mills Mall	\$21,719	935	\$23.23	\$19,730	843	\$23.40	\$19,832	819	\$24.21
Green Hills Mall	\$19,941	835	\$23.88	\$22,230	868	\$25.61	\$17,167	701	\$24.49
Natick Mall	\$19,359	811	\$23.87	\$17,530	714	\$24.55	\$16,632	758	\$21.94
Columbus Circle	\$19,833	1,064	\$18.64	\$20,164	980	\$20.58	\$17,226	877	\$19.64
Menlo	\$20,247	591	\$34.26	\$16,012	536	\$29.87	\$14,154	524	\$27.01
Newton Center	\$11,489	497	\$23.12	\$13,901	449	\$30.96	\$11,143	451	\$24.71
Jersey Gardens	\$11,932	578	\$20.64	\$14,045	526	\$26.70	\$13,096	595	\$22.01
Newport Centre	\$10,548	500	\$21.10	\$13,003	531	\$24.49	\$11,620	513	\$22.65
Cambridgeside	\$12,108	526	\$23.02	\$10,613	393	\$27.00	\$10,338	398	\$25.97
Arrowhead Towne Center	\$6,215	284	\$21.88	\$419	22	\$19.05	\$369	18	\$20.50
Total	\$486,702	25,756.00	\$18.90	\$486,473	24,199	\$20.10	\$433,842	22,590	\$19.21
Median			\$21.88			\$24.49			\$21.67

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Table 2-C: Quarter 3

Establishment	July Net Sales	July #	July Avg	August Net Sales	August #	August Avg	September Net Sales	September #	September Avg
Main Gate	\$26,511	2,241	\$11.83	\$45,862	4,187	\$10.95	\$56,641	4,898	\$11.56
Coeur d'Alene	\$66,801	4,081	\$16.37	\$60,982	3,949	\$15.44	\$49,547	3,098	\$15.99
Bryant Park									
Scottsdale Fashion Square	\$32,172	1,249	\$25.76	\$26,701	1,009	\$26.46	\$26,855	1,021	\$26.30
Cherry-Hill	\$23,777	971	\$24.49	\$25,943	1,063	\$24.41	\$24,534	1,016	\$24.15
Port Authority	\$27,838	1,194	\$23.32	\$25,998	1,165	\$22.32	\$26,654	1,074	\$24.82
Ontario Mills	\$27,436	1,501	\$18.28	\$22,675	1,272	\$17.83	\$17,090	974	\$17.55
Galleria Dallas	\$29,579	1,855	\$15.95	\$21,134	1,430	\$14.78	\$18,199	1,196	\$15.22
Penn Square Mall	\$22,574	1,292	\$17.47	\$20,318	1,095	\$18.55	\$16,954	951	\$17.83
Burlington Mall	\$19,869	955	\$20.80	\$22,498	1,131	\$19.89	\$18,736	919	\$20.39
Stonebriar Centre	\$24,751	1,473	\$16.80	\$21,794	1,252	\$17.41	\$17,128	1,022	\$16.76
West Town	\$23,522	1,043	\$22.55	\$20,420	900	\$22.69	\$18,962	809	\$23.44
Opry Mills Mall	\$28,004	1,124	\$24.91	\$17,001	687	\$24.75	\$22,178	637	\$34.82
Green Hills Mall	\$21,310	842	\$25.31	\$17,820	668	\$26.68	\$16,412	620	\$26.47
Natick Mall	\$17,358	800	\$21.70	\$20,108	899	\$22.37	\$17,555	780	\$22.51
Columbus Circle	\$13,314	724	\$18.39	\$14,566	730	\$19.95	\$12,816	734	\$17.46
Menlo	\$18,022	726	\$24.82	\$17,379	745	\$23.33	\$15,508	719	\$21.57
Newton Center	\$7,288	298	\$24.45	\$10,818	382	\$28.32	\$11,013	446	\$24.69
Jersey Gardens	\$12,378	618	\$20.03	\$11,335	684	\$16.57	\$9,316	473	\$19.69
Newport Centre	\$9,148	429	\$21.32	\$9,126	394	\$23.16	\$8,001	350	\$22.86
Cambridgeside	\$9,411	358	\$26.29	\$10,091	395	\$25.55	\$7,978	322	\$24.78
Arrowhead Towne Center	\$72	4	\$18.00	\$16,805	737	\$22.80	\$13,458	641	\$20.99
Total	\$461,135	23,778	\$19.39	\$459,374	24,774	\$18.54	\$425,535	22,700	\$18.75
Median			\$21.32			\$22.37			\$21.57

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Table 2-D: Quarter 4

Establishment	October Net Sales	October #	October Avg	November Net Sales	November #	November Avg	December Net Sales	December #	December Avg
Main Gate	\$58,913	5,480	\$10.75	\$56,204	5,345	\$10.52	\$49,453	3,963	\$12.48
Coeur d'Alene	\$37,640	2,465	\$15.27	\$32,442	2,058	\$15.76	\$41,197	2,138	\$19.27
Bryant Park	\$7,157	274	\$26.12	\$143,452	5,272	\$27.21	\$264,665	7,984	\$33.15
Scottsdale Fashion Square	\$23,184	892	\$25.99	\$23,899	877	\$27.25	\$35,721	1,298	\$27.52
Cherry-Hill	\$19,697	802	\$24.56	\$21,045	755	\$27.87	\$34,801	1,154	\$30.16
Port Authority	\$22,131	1,068	\$20.72	\$27,703	1,072	\$25.84	\$36,301	1,298	\$27.97
Ontario Mills	\$21,163	1,064	\$19.89	\$17,165	943	\$18.20	\$30,478	1,388	\$21.96
Galleria Dallas	\$17,789	1,207	\$14.74	\$25,724	1,649	\$15.60	\$45,905	3,043	\$15.09
Penn Square Mall	\$15,958	873	\$18.28	\$17,749	1,002	\$17.71	\$29,805	1,513	\$19.70
Burlington Mall	\$17,408	844	\$20.63	\$19,266	894	\$21.55	\$29,754	1,272	\$23.39
Stonebriar Centre	\$16,320	964	\$16.93	\$17,074	971	\$17.58	\$30,286	1,560	\$19.41
West Town	\$16,968	756	\$22.44	\$18,146	837	\$21.68	\$29,145	1,261	\$23.11
Opry Mills Mall	\$16,748	640	\$26.17	\$16,444	674	\$24.40	\$22,260	915	\$24.33
Green Hills Mall	\$15,535	599	\$25.94	\$13,004	512	\$25.40	\$23,389	893	\$26.19
Natick Mall	\$12,932	602	\$21.48	\$15,002	657	\$22.83	\$23,882	978	\$24.42
Columbus Circle	\$14,601	809	\$18.05	\$14,983	723	\$20.72	\$17,900	844	\$21.21
Menlo	\$13,245	608	\$21.78	\$13,532	640	\$21.14	\$21,761	909	\$23.94
Newton Center	\$12,943	425	\$30.45	\$16,553	412	\$40.18	\$15,442	470	\$32.86
Jersey Gardens	\$11,381	497	\$22.90	\$9,947	507	\$19.62	\$16,388	745	\$22.00
Newport Centre	\$8,011	362	\$22.13	\$8,672	392	\$22.12	\$12,562	559	\$22.47
Cambridgeside	\$7,909	367	\$21.55	\$8,435	416	\$20.28	\$10,440	491	\$21.26
Arrowhead Towne Center	\$11,008	563	\$19.55	\$10,790	435	\$24.80	\$17,041	645	\$26.42
Total	\$398,641	22,161	\$17.99	\$547,231	27,043	\$20.24	\$838,576	35,321	\$23.74
Median			\$21.52			\$21.62			\$23.25

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Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of the Year
	2023	1	0	1	0	0	2
Rhode Island	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	1	0	0	1
Total	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	2	0	0	3

Table No. 5

Projected Openings as of December 31, 2023

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company Owned Outlets in the Next Fiscal Year
California	<u>2</u> 1	1	0
Florida	0	1	0
Georgia	<u>1</u> 0	1	0
Illinois	0	1	0
Maryland	0	1	0
North Carolina	<u>1</u> 0	1	0
Pennsylvania	0	1	0
Rhode Island	0	1	0
Texas	<u>1</u> 0	2	0
Total	<u>5</u> 1	10	0

* Company-owned stores are operated by affiliated entities.

Exhibit F lists the location of each WOOPS!® outlet in our System and each franchisee during our last fiscal year who has had an outlet terminated, canceled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under the franchise agreement or has not communicated with us within 10 weeks of the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisee has signed confidentiality clauses during the last three years.

The following independent franchisee organization has asked to be included in this Disclosure Document: Independent Association of WOOPS! Macarons Franchisees (IAWMF), a Chapter of the American Association of Franchisees and Dealers, P.O. Box 10158, Palm Desert, California 92255. Other than the foregoing, there are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS

Exhibit D contains our audited financial statements for the years ended December 31, 2023, December 31, 2022 and December 31, 2021.

Our fiscal year ends on December 31.

ITEM 22: CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in Exhibit B. These include our Franchise Agreement and all attachments to it (Marks; Territory and Delivery Area Description; ACH Authorization; Conditional Assignment of Lease; Statement of Ownership Interests in Franchisee; Internet Advertising, Social Media and Telephone Listing Agreement; Spousal Guaranty; and Confidentiality and Non-Compete Agreement). Our Multi-Unit Development Agreement is included in Exhibit C.

ITEM 23: RECEIPT

A receipt in duplicate is attached to this Disclosure Document as Exhibit H. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Raj Bhatt, WOOPS! Franchise, LLC, 605 West 42nd Street, Suite 26F, New York, NY 10036.

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State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 (212) 416-8222 Phone	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6 th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard State Capitol, 14 th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 90334 1200 Olympia, WA 98507-9033 98504-1200 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

with respect to the Franchise granted by the Franchise Agreement (or Multi-Unit Development Agreement).

Initial

10. Franchisee (or Developer) is aware of the fact that other present or future franchisees (or developers) of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products will not be sold within the Franchisee's (or Developer's) Territory by others who may have purchased such products from Franchisor.

Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT (OR MULTI-UNIT DEVELOPMENT AGREEMENT), FRANCHISEE (OR DEVELOPER) AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S (OR DEVELOPER'S) AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE WOOPS! FRANCHISE, LLC, BYWOOPS, LLC, FOODART BAKERY, LLC, AND ANY OF THE ABOVE'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT (OR MULTI-UNIT DEVELOPMENT AGREEMENT), INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY FRANCHISOR IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY FRANCHISEE (OR DEVELOPER).

Initial

[WASHINGTON FRANCHISEES ONLY: This Acknowledgment does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.]

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA

The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the “Franchise Act”). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. Item 6, Non-Sufficient Funds Fee, is amended to state:

Pursuant to Minn. Stat. § 604.113, the Non-Sufficient Funds Fee is \$30.00 per occurrence.

2. Item 17 is amended to state:

(a) Minn. Stat. § 80C.21 and Minnesota Rules § 2860.4400(J) prohibit us 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 this Franchise Disclosure Document or agreement(s) shall abrogate or reduce (1) any of your rights as provided for in Minn. Stat. Chapter 80C or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

(b) In accordance with Minn. Stat. § 80C.14 subd. 3-5, except in certain specified cases, we will give you 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. Additionally, we will not unreasonably withhold our consent to a transfer of your Franchised Business.

(c) In accordance with Minnesota Rules 2860.4400(D), we cannot require you to assent to a general release.

(d) In accordance with Minnesota Rules 2860.4400(J), we cannot require you to consent to liquidated damages.

(e) Minn. Stat. § 80C.17 subd. 5 requires that an action be commenced pursuant to the Franchise Act within three (3) years after the cause of action accrues.

(f) You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rules 2860.4400(J),

3. Item 5 and 7 are amended to state:

Franchisor will defer collection of the Initial Franchisee Fee until Franchisor has fulfilled its initial pre-opening obligations and Franchisee may open for business.

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under

any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on 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 with the franchise

AMENDMENT TO THE WOOPS! FRANCHISE, LLC
FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRED BY
THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Statutes Chapter 80C, the parties to the attached WOOPS! Franchise Agreement (the “Franchise Agreement”) agree as follows:

1. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee’s assent to a release other than as part of a voluntary settlement of disputes. To the extent of any inconsistencies with the Minnesota Rules requirement contained in Sections 5.2.5 or 16.3.6 of the Franchise Agreement, such inconsistent provisions are hereby deleted.
2. To the extent of any inconsistencies, Article 5 of the Franchise Agreement is hereby amended to state:

“Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 4, Franchisor will give Franchisee 180 days notice for non-renewal of the Franchise Agreement.”
3. To the extent of any inconsistencies, Section 6.6 of the Franchise Agreement is hereby amended to state that the non-sufficient funds fee is Thirty Dollars (\$30.00) per occurrence.
4. To the extent of any inconsistencies, Sections 17.1 through 17.3 of the Franchise Agreement are hereby amended to state:

“Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 3, Franchisor will give Franchisee 90 days notice of termination (with 60 days to cure)”.
5. To the extent of any inconsistencies, Article 20, Dispute Resolution, of the Franchise Agreement is hereby amended to state:

“Franchisor cannot require Franchisee to: (i) conduct litigation outside Minnesota, (ii) waive a jury trial, or (iii) consent to liquidated damages, termination penalties or judgment notes. Nothing in this Franchise Agreement shall abrogate or reduce (1) any of Franchisee’s rights as provided for in Minn. Stat. Chapter 80C or (2) Franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief.”
6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Statutes Chapter 80C are met independently without reference to this Amendment.
7. Section 6.1 of the Franchise Agreement relating the payment of the Initial Franchise Fee is hereby amended to state that the Franchisor will defer collection of the Initial Franchise Fee until Franchisor has fulfilled its initial pre-opening obligations and Franchisee may open for business.
8. In addition, all development fees and initial payments by multi-unit developers shall be deferred until the first franchise under the development agreement opens.
9. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any

applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on 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 with the franchise

IN WITNESS WHEREOF, the parties hereto have duly executed this Minnesota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

WOOPS! FRANCHISE, LLC

By: _____

Rajesh Bhatt, Chief Executive Officer

(Print Name, Title)

FRANCHISEE:

By: _____

(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

ADDENDUM TO THE
WOOPS! FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NORTH DAKOTA

This addendum to the Disclosure Document, Franchise Agreement and Multi Unit Development Agreement effectively amends and revises said documents as follows:

1. Item 17(c) of the Disclosure Document and Sections 5.2.5 and 16.3.7 of the Franchise Agreement are hereby amended to indicate that a franchisee shall not be required to sign a general release.

2. Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law. Item 17(r) of the Disclosure Document, Section 19.5.2 of the Franchise Agreement and Article 8.3.2 of the Multi-Unit Development Agreement are amended accordingly.

3. Item 6 and Item 17(i) of the Disclosure Document, Article 18 of the Franchise Agreement requires the franchisee to consent to termination or liquidated damages. Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, these provisions are hereby deleted in each place they appear in the Disclosure Document and Franchise Agreement used in North Dakota.

4. Item 17(u) of the Disclosure Document, Sections 20.1, 20.2, 20.3, and 20.4 of the Franchise Agreement and Sections 10.1, 10.2, 10.3, and 10.4 of the Multi-Unit Development Agreement are amended to provide that arbitration shall be held at a site that is agreeable to all parties.

5. Item 17(v) of the Disclosure Document and the provisions of Section 20.5 of the Franchise Agreement and Section 10.5 of the Multi-Unit Development Agreement which require jurisdiction of courts in the State of New York are deleted.

6. Item 17(w) of the Disclosure Document, Section 20.5 of the Franchise Agreement and Section 10.5 of the Multi-Unit Development Agreement are amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota.

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

8. The provisions of Section 20.4.5 of the Franchise Agreement and Section 10.4.4 of the Multi-Unit Development Agreement which require a franchisee to consent to (1) a waiver of trial by jury and (2) a waiver of exemplary and punitive damages are contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted.

9. The provisions of Section 20.4 of the Franchise Agreement and Section 10.4 of the Multi-Unit Development Agreement which require a franchisee to consent to a limitation of claims are hereby amended to state that the statute of limitations under North Dakota law applies.

10. In the State of North Dakota only, we will defer the payment of the initial franchise fee, development fee and any other initial payment until all of our material pre-opening obligations have been satisfied and until you open your business and it is operating. However, you must execute the Franchise Agreement prior to looking for a site or beginning training.

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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this North Dakota Amendment to the Franchise Disclosure Document, Franchise Agreement and Multi-Unit Development Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

WOOPS! FRANCHISE, LLC

By: _____

Rajesh Bhatt, Chief Executive Officer

(Print Name, Title)

FRANCHISEE:

By: _____

(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

ADDENDUM REQUIRED BY THE STATE OF SOUTH DAKOTA

In the State of South Dakota, we will defer the payment of the initial franchise fee, development fee and any other initial payment until all of our material pre-opening obligations have been satisfied and until you open your business and it is operating. However, you must execute the Franchise Agreement prior to looking for a site or beginning training.

The parties hereto have duly executed, sealed and delivered this Addendum dated

FRANCHISOR:

WOOPS! FRANCHISE, LLC

By: _____

Rajesh Bhatt, Chief Executive Officer
(Print Name, Title)

FRANCHISEE:

By: _____

(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

In the State of Washington, we will defer the payment of the initial franchise fee, and any other initial payment until all of our material pre-opening obligations have been satisfied until you open your business and it is operating. If the option for development rights is used as offered the collection of the development fee will be prorated with a portion of the development fee being collected after each unit opens.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Washington Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

WOOPS! FRANCHISE, LLC

By: _____

Rajesh Bhatt, Chief Executive Officer
(Print Name, Title)

FRANCHISEE:

By: _____

(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

“Franchisor will defer collection of the Initial Franchise Fee until Franchisor has fulfilled its initial pre-opening obligations to the Franchisee and the Franchisee is open for business.”

~~Attachment 1, The Franchisee Acknowledgment Statement, paragraph 5 is here by amended to state:~~

~~“Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.”~~

~~Attachment 1 of the Franchise Agreement contains acknowledgements in Paragraph 12 which are impermissible under the Washington Franchise Investment Law. No franchisee in Washington is required to acknowledge this statement and any acknowledgement thereof will not be enforceable.~~

Section 8.1.1 is hereby amended to state:

Franchisee assumes all cost, liability, expense, and responsibility for obtaining and developing a site for the Franchised Business within the Territory and for constructing and equipping the Franchised Business at such site. Franchisee shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Franchised Business unless the site location is approved by Franchisor. While Franchisor may render assistance to Franchisee in the selection of a site, as set forth in Section 8.1.2 below, Franchisee has sole responsibility for procuring and developing a site for the Franchised Business and Franchisee may and is encouraged to consult with professionals of Franchisee’s choosing in discharging such responsibility. Franchisee acknowledges that Franchisor’s approval of a prospective site location is permission only.

The following language is hereby removed from Section 12.1.10.4 of the Franchise Agreement:

Franchisee further acknowledges and warrants that Franchisor’s approval of Franchisee’s operation of the WOOPS! Cart does not constitute a guarantee, recommendation, or endorsement of Franchisee’s successful operation of the WOOPS! Cart and that the success of the WOOPS! Cart depends upon Franchisee’s abilities as an independent businessperson.

Section 15.6 of the Franchise Agreement is revised to state that the franchisee's indemnification obligation does not extend to liabilities caused by franchisor's willful misconduct, strict liability, or fraud.

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.

“Franchisor will defer and prorate the collection of the Development Fee. A portion of the development fee shall be deferred until Franchisor has fulfilled its initial pre-opening obligations to the Franchisee and each unit is open for business.”

Attachment 1, The Developer Acknowledgement Statement, paragraph 13.4 is here by amended to state:

“Franchisor expressly disclaims the making of, and Developer acknowledges that it has not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.”

Attachment 1 of the Multi-Unit Development Agreement contains acknowledgements in Paragraph 13.8 which are impermissible under the Washington Franchise Investment Law. No developer in Washington is required to acknowledge this statement and any acknowledgement thereof will not be enforceable.

Section 9 of the Multi-Unit Development Agreement ins revised to state that the franchisee's indemnification obligation does not extend to liabilities caused by franchisor's willful misconduct, strict liability, or fraud.

Section 11 of the Multi-Unit Development Agreement is revised to state that these provisions do not apply in the state of Washington.

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

IN WITNESS WHEREOF, the parties hereby have duly executed this Washington Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:
WOOPS! FRANCHISE, LLC

By: _____

Rajesh Bhatt, Chief Executive Officer
(Print Name, Title)

FRANCHISEE:

By: _____

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registrations in the following states having franchise disclosure laws, with the following effective dates:

<u>STATE</u>	<u>EFFECTIVE DATE</u>
California	<i>PENDING</i>
Illinois	<i>PENDING</i>
Indiana	October 18, 2022 <i>amendment</i>
pending 2023 as amended March 26, 2024	
Maryland	<i>PENDING</i>
Michigan	August 18, 2024
Minnesota	<i>PENDING</i>
New York	<i>PENDING</i> April 3, 2024
Rhode Island	January 30, 2024 <i>amendment pending</i> as amended March 25, 2024
Virginia	<i>PENDING</i> April 1, 2024
Washington	<i>PENDING</i>
Wisconsin	October 17, 2023 <u>March 23, 2024</u>

In all other states that do not require registration, the effective date of this Disclosure Document is the issuance date of March 21, 2024.