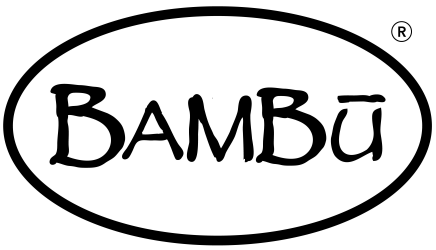
FRANCHISE DISCLOSURE DOCUMENT



BAMBU FRANCHISING LLC
(a Colorado limited liability company)
7700 E. Arapahoe Rd., Suite 300
Centennial, Colorado 80112
Telephone: (303) 808-9393
Email: marc@bambufranchising.com
www.drinkbambu.com

Bambu Franchising LLC, a Colorado limited liability company, is offering franchises for the operation of Bambū shoppes featuring freshly made Vietnamese dessert drinks (Chè), Vietnamese style coffee drinks (Cà Phê), Vietnamese style blended yogurts (Yonami), Asian-inspired teas (including Taiwanese bubble tea), and real fruit smoothies (Sinh Tố), with freshly made tapioca boba, house-prepared proprietary ingredients, and a wide-variety of drink toppings, along with mochi waffles and other complementary snack, food and dessert items.

The total investment necessary to begin operation of a Bambū franchised business is $142,500 to $439,500. This includes $35,000 that must be paid to the franchisor or affiliates. The franchisor may offer to qualified candidates the right to develop multiple Bambū shoppes under the terms of a Multi-Unit Development Agreement. The total investment necessary to begin operation of each additional Bambū franchised business opened pursuant to a Multi-Unit Development Agreement is $132,500 to $429,500. This includes $25,000 that must be paid to the franchisor or affiliates, $15,000 of which is paid at the time of the signing of the Multi-Unit Development Agreement.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Marc Geman at 7700 E. Arapahoe Rd., Suite 300, Centennial, Colorado 80112, or (303) 810-1212.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "*Buying a Franchise: A Consumer Guide*," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

ISSUANCE DATE: April 7, 2026

FOR USE IN: HI, IL, IN, MI, MN, ND, RI, VA, and WI

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits H and I.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit J includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Bambū business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Bambū franchisee?	Item 20 or Exhibits H and I lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this Disclosure Document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit K.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

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 arbitration and/or litigation only in Colorado. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Colorado than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum marketing and technology fee payments, regardless of sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
3. **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.

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.

INFORMATION FOR PROSPECTIVE FRANCHISEES IN MICHIGAN

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(A) A prohibition on the right of a franchisee to join an association of franchisees.

(B) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(C) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provisions of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(D) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration, of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six months advance notice of franchisor's intent not to renew the franchise.

(E) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(F) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state. (The above language has been included in this Disclosure Document as a condition for registration. We and you do not agree that the parties are restricted from choosing to conduct arbitration outside of Michigan and believe that each of the provisions of the Franchise Agreement, including each of the arbitration provisions, is fully enforceable. We and you intend to rely on the federal pre-emption under the Federal Arbitration Act.)

(G) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed franchisee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(H) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (C).

(I) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the Attorney General does not constitute approval, recommendation, or endorsement by the Attorney General.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee or subfranchisor until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

Any questions regarding the notice should be directed to:

State of Michigan
Department of Attorney General
Franchise Section - Consumer Protection Division
G. Mennen Williams Building, 1st Floor
525 W. Ottawa Street
Lansing, Michigan 48933
Telephone Number: (517) 373-7117

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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

The name of the franchisor is Bambu Franchising LLC. Bambu Franchising LLC will be referred to as "**we**," "**us**," "**our**" or "**Bambu**" in this Disclosure Document. We will refer to the person who buys the franchise as "**you**" or "**your**" throughout this Disclosure Document. If the franchisee is a corporation, partnership or limited liability company, certain provisions of the Franchise Agreement and Multi-Unit Development Agreement will also apply to the owners and will be noted.

We were formed on December 29, 2014, as a Colorado limited liability company. Our principal address is 7700 E. Arapahoe Rd., Suite 300, Centennial, Colorado 80112. We currently do business under our limited liability company name and the trade name "Bambu" and no other names. Our agents for service of process are listed on Exhibit K.

Parents, Predecessors and Affiliates

In 2009, the Nguyen family founded Bambu Desserts & Drinks, Inc. ("**BDDI**"), a California corporation, and in 2012, the Nguyen family founded Bambu IP, LLC ("**BIP**"), a California limited liability company. BDDI operated a predecessor version of a Bambū shoppe being offered under this Disclosure Document since 2009, offering products and services similar to those being offered under this Disclosure Document, and BIP held their intellectual property, until we acquired the Bambū system. The Nguyen family also formed Bambu Desserts & Drinks Franchise, Inc. ("**BDDF**"), a California corporation that offered franchises of their business concept from June 2014 until the date we acquired the system. We acquired the assets of BDDI, BIP and BDDF on May 1, 2015. BDDI, BIP and BDDF are all predecessors of ours. All three of our predecessors ceased operations following the acquisition of their assets by us. None of our predecessors offered franchises in any other line of business.

We do not have a parent company. As of the date of this Disclosure Document, we do not have affiliates that offer franchises in any line of business or provide products or services to our franchisees. One member of the Nguyen family, who was one of the owners of our predecessors, operates a Bambū shoppe under a Franchise Agreement with us.

The Franchise

We currently franchise the operation of fast casual Vietnamese style beverage shoppes ("**Bambū shoppes**" or "**shoppes**") which sell authentic Vietnamese dessert drinks (Chè), Vietnamese style coffee drinks (Cà Phê), Vietnamese style blended yogurts (Yonami), Asian-inspired teas (including Taiwanese bubble tea), and real fruit smoothies (Sinh Tố), with freshly made tapioca boba, house-prepared proprietary ingredients, and a wide-variety of drink toppings, along with mochi waffles and other complementary snack, food and dessert items. Bambū shoppes typically provide seating and serve as a meeting place for business, families, and friends.

A Franchise Agreement ("**Franchise Agreement**") which is attached as Exhibit A to this Disclosure Document, is signed for each Bambū shoppe. Bambū shoppes operate using our distinctive recipes and ingredients, business format, systems, methods, procedures, workout designs, layouts, advertising and operational standards and specifications ("**Bambū system**"). We franchise the operation of Bambū shoppes under our service mark "BAMBŪ®" and related logos, trademarks, service marks and commercial symbols

("**Marks**"). As a franchisee, you will receive the right to use our Marks and Bambū system to operate your shoppe at a location you select, and we approve ("**Franchised Location**").

Bambū shoppes are usually located in leased space in shopping malls, strip malls, standalone facilities, or alternative venues with our approval. Bambū shoppes are typically between 1,000 and 1,500 square feet, but can be up to 2,300 square feet for locations within big box stores. Shoppes have standardized menus, featuring our drinks, many of which are made with fresh ingredients prepared daily. The drinks are all prepared using our proprietary recipes, methods and procedures. The drinks are ordered and picked up by guests at the counter for in-store consumption or take-out, or delivered through various third-party app services. Shoppes also offer catering programs.

If you qualify, we may grant you the right to enter into a Multi-Unit Development Agreement ("**MUD Agreement**") to develop an agreed upon number of Bambū shoppes within a specific geographic territory according to a development schedule ("**Development Schedule**"). The form of MUD Agreement you will sign is attached as Exhibit B to this Disclosure Document. Your obligation to develop and operate franchises may be satisfied by you or by an entity owned by you or your owners ("**Approved Affiliate**"). For each Bambū shoppe developed under the MUD Agreement, you will sign a separate franchise agreement, which may be different than the form of Franchise Agreement attached to this Disclosure Document.

Regulations

The food and drink service industry is highly regulated. You must investigate and comply with all local, state and federal health and sanitation laws and safety standards relating to food handling, packaging, preparation, and sale. You will need to understand and comply with those laws in operating your Bambū franchise. You should also familiarize yourself with other federal, state or local laws of a more general nature which affect the operation of your Bambū shoppe. In addition, franchisees must comply with all other laws which affect the operation of a Bambū shoppe, including employment, worker's compensation, business entities, insurance, corporate, taxing, licensing, zoning, and similar laws and regulations. You should consult with an attorney regarding state and local laws, rules, and regulations that may affect the operation of your Bambū shoppe at your particular shoppe location.

Market and Competition

The market for Bambū shoppes is the general public, including people of all ages, in particular people of a younger demographic between 15 and 40 years of age. The volume of Bambū drink sales may be seasonal depending on your location. The market for coffee, tea and smoothie shops and, in particular, Asian-inspired drinks, such as Chè, is rapidly growing and becoming increasingly competitive. Asian-inspired drink and bubble/milk tea shops are becoming a recognized, established and popular market segment. You will encounter competition from other drink and bakery shops, coffee and tea shops, smoothie and yogurt shops and other beverage-based shops that sell specialized hot and cold drinks. Some of your competitors may be in close proximity to your shoppe and may have greater financial resources, larger advertising budgets and varying degrees of international, national, regional or local recognition. This business can be highly competitive as to price, service and quality based on your shoppe location. Your ability to compete in this market will be largely dependent on your capabilities to deliver exceptional customer service and products, general economic conditions, geographic area, and use of financial, marketing, and management procedures that are consistent among all Bambū system franchises. Changes in taste and eating habits of the public, local, regional and national economic conditions affecting spending habits, population, and traffic patterns affect the Bambū shoppe business and are generally unpredictable.

Our Prior Business Experience

As of the date of this Disclosure Document, we do not operate shoppes of the type to be operated by you. Certain of our principals have experience in operating franchises generally and together they have over 50 years of experience in managing and operating franchise food outlets, including restaurants similar to Bambū shoppes.

We have offered franchises for Bambū shoppes since 2015. Neither we nor our affiliates have offered franchises in any other lines of business.

ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer and Manager: Marc Geman

Mr. Marc Geman has been our Chief Executive Officer since our formation on December 29, 2014. He operates out of our Denver, Colorado offices. Since April 2010, Mr. Geman has been an independent self-employed business consultant and attorney based in Denver, Colorado.

Chief Operating Officer: Grant Bachman

Mr. Bachman became our Chief Operating Officer in July 2024. He is located in Arlington, Texas. Prior to his current role, he was our Director of Operations from November 2022 to July 2024. From October 2021 to November 2022, he was General Manager of Bambu Grand Prairie in Grand Prairie, Texas. From January 2020 to September 2021, he was Senior Manager at P.F. Chang's China Bistro in Sunnyvale, California.

Director of Sales: Jeff Geman

Mr. Jeff Geman has been our Director of Sales since August 2024. He operates out of our Denver, Colorado offices. From April 2013 to July 2024, Mr. Geman was Account Executive at Freight All Kinds – a national transportation provider for freight solutions located in Denver, Colorado. He is also a licensed commercial real estate broker in Colorado.

Director of Training: Tien Nguyen

Mr. Nguyen serves as our Director of Training. He is based out of Rockford, Illinois. He has worked for us in various aspects since September 2019. From August 2020 to June 2021, he was employed as a salesman at Napoleon Autowerks in Loves Park, Illinois.

Director of Franchisee Relations: Minh Thu Nguyen

Ms. Nguyen has been our Director of Operations, and now Director of Franchisee Relations, since April 2022. Ms. Nguyen is located in Arlington, Texas. Since March 2015 she has also served as an Assistant Manager and a Bobarista of Bambu Grand Prairie in Grand Prairie, Texas.

ITEM 3

LITIGATION

Concluded Proceedings Involving Us

Sweet Delights by cLc, LLC, d/b/a BAMBU Mays Landing v. Bambu Franchising, LLC and Sadia & Nadia, LLC d/b/a BAMBU Atlantic City, Case No. ATL-C-34-22, in the Superior Court of New Jersey, Chancery Division – General Equity for the County of Atlantic, State of New Jersey. On June 8, 2022, Sweet Delights by cLc, LLC (the "**Plaintiff**"), a franchisee of ours, filed its Verified Complaint against us and Sadia & Nadia, LLC d/b/a BAMBU Atlantic City, another franchisee of ours (the "**Defendant Franchisee**"). The Defendant Franchisee was subsequently dismissed from the action, the action was transferred to the Superior Court of New Jersey, Law Division, Atlantic County under Case No. ATL-L-707-23, and the Plaintiff filed an Amended Complaint against us. Plaintiff alleged we granted it an exclusive territory that included all of Atlantic County, New Jersey, including Atlantic City, and that we subsequently granted a franchise to the Defendant Franchisee for a location in Atlantic City. We denied all claims and brought counterclaims asserting that the Plaintiff's franchise agreement was terminated because the franchisee closed down one of its shoppes without our consent. The parties entered into a Settlement Agreement pursuant to which the parties agreed that the Plaintiff's franchise agreement would remain in effect, but with no extension or renewal rights and with a redefined Protected Area. We also agreed to accrue the delinquent monthly marketing fees the Plaintiff then owed to us until the termination or expiration of Plaintiff's franchise agreement, with a percentage of those fees to be waived if certain conditions are met. Also, if the Plaintiff transferred its franchise, we would provide certain transfer assistance, a reduction in the transfer fee and other benefits to the Plaintiff, and if a transfer occurred by a certain date, we agreed to pay the Plaintiff $30,000 one year following the date of the transfer. The case was dismissed on May 9, 2024.

Proceedings Against Only Our Predecessors

1. *Commonwealth of Virginia, ex rel., State Corporation Commission v. Bambu IP, LLC, Bambu Desserts & Drinks, Inc. and Kimhong Thi Nguyen (also known as Kelly Nguyen),* Case no. SEC-2015-00028. In 2015, the Virginia State Corporation Commission opened an investigation into a complaint against our predecessors BIP and BDDI, and a principal of the predecessors, made by a licensee in Virginia who purchased a license from the predecessors in 2013. Without admitting or denying the Commission's allegations, the predecessors signed a Settlement Order with the Commission effective August 11, 2016, concluding the Commission's investigation into whether a violation of Section 13.1-560 and Section 13.1-563(4) of the Virginia Retail Franchising Act had occurred. Under the Settlement Order, we paid on behalf of the predecessors $80,000 in restitution to the Virginia licensee and $4,500 to the Commission for penalties and investigation costs. A Final Order was entered on October 25, 2016, dismissing the case. Our predecessors have reimbursed us for one-half of these amounts.

2. *Administrative Proceeding Before the Securities Commissioner of Maryland In the Matter of: Bambu Desserts and Drinks, Inc.,* Case no. 2015-0307. In 2015, the Securities Division of the Office of the Attorney General of Maryland ("Division") opened an investigation into the sale of an option by BDDI, our predecessor, to the same Virginia licensee described in paragraph 1 above for a location that may have been in Maryland. Without admitting or denying the Division's allegations, the predecessor signed a Consent Order with the Division effective August 15, 2016. Under the Consent Order, we paid on behalf of the predecessor $5,000 in restitution to the Virginia licensee. The $5,000 was included in the amount paid under the Virginia Settlement Order described in paragraph 1 above. Our predecessors have reimbursed us for one-half of these amounts.

Arbitration Actions Brought by us During the Past Fiscal Year Against Former Franchisee and its Guarantors for Breach of Contract and Collection of Amounts Due

Bambu Franchising, LLC v. CYF, LLC, Chinh Nguyen, and Phoebe Phan, (American Arbitration Association, AAA Case No. 01-25-0003-1940, filed July 3, 2025).

Other than these actions, no litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Franchise Agreement

The initial franchise fee ("**Initial Franchise Fee**") is $35,000. The Initial Franchise Fee is due in two installments: (1) a non-refundable payment of $25,000 due when you sign the Franchise Agreement for your Bambū shoppe; and (2) a non-refundable payment of $10,000 due when you sign your lease for your Bambū shoppe. We may reduce or waive the Initial Franchise Fee for franchisees in non-traditional locations or for a franchisee who obtained a suitable location prior to signing the Franchise Agreement, in our discretion. We will discount your initial fee for a second or subsequent shoppe if you qualify to open more than one shoppe at a time pursuant to a MUD Agreement as described below.

Multi-Unit Development Agreement

If you enter into a MUD Agreement, you will sign that agreement together with the Franchise Agreement for your first Bambū shoppe. You will pay the Initial Franchise Fee for the first Bambū shoppe in accordance with the terms of the Franchise Agreement, as described above, and under the MUD Agreement, you will also pay a development fee equal to $15,000 times the number of additional shoppes to be developed under the MUD Agreement (the "**Development Fee**").

The Initial Franchise Fee for the second and each subsequent Bambū shoppe to be opened under the MUD Agreement will be $25,000. The $15,000 portion of the Development Fee paid for each of the second and subsequent Bambū shoppes to be developed under the MUD Agreement is credited toward the Initial Franchise Fee to be paid for that additional shoppe. The balance of the Initial Franchise Fee ($10,000) is due upon execution of the Franchise Agreement for that shoppe, but no later than the deadline set forth in the MUD Agreement for signing the Franchise Agreement related to that shoppe.

The Initial Franchise Fee, Development Fee and other expenses set forth in this Item 5, once paid, are non-refundable. Except as may be described in this Item 5, all franchisees acquiring a franchise pay the same franchise fees.

ITEM 6

OTHER FEES

Column 1 Type of Fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Royalty Fee[1, 2, 3, 6]	4% of your actual annual Net Revenues	Payable $850 per month on the 1st day of each month starting with the first full month after you open your Bambū shoppe, with semiannual reconciliation payments due on the 15th day after June 30th and December 31st	Payable by electronic transfer of funds which we will deduct from your bank account.[3]
Marketing and Technology Fee[1, 2]	As of the date of this Disclosure Document, $575 per month, subject to increase annually in accordance with any increase in our underlying vendor costs for the marketing and technology products and services	Payable on the 1st day of each month	The Marketing and Technology Fee is payable by electronic transfer of funds from your bank account.
Inventory Purchases[4, 5]	Then current published prices of our approved distributors and product suppliers	As incurred; standard terms are net seven days of estimated ship date	You must purchase certain inventory from our designated or approved suppliers.
Interest and Late Charges[1, 2]	Lesser of 1.5% per month or highest rate of interest allowed by law, plus a $50 late charge	Late fee automatically assessed; interest on demand	Begins to accrue the day after payments or reports are due.

Column 1 Type of Fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Transfer Fee[1, 2]	$15,000 If you transfer rights under a MUD Agreement, you also pay a $7,500 transfer fee for each undeveloped franchise right	Payable in installments, with (i) $5,000 due when you inform us that you are intending to transfer and present the written offer from the proposed transferee to us, and (ii) $10,000 due upon closing of the transfer	The Transfer Fee applies to a transfer of the Franchise Agreement, MUD Agreement, interest in the shoppe, or the franchise is transferred by you. The transferee is charged no Initial Franchise Fee but, if we determine that the transferee requires training by us, we may charge our current rates for that training, stated below.
Successor Franchise Fee[1, 2]	$15,000	When you sign then current Franchise Agreement	Payable if you opt for and qualify for a successor franchise at the end of the initial term. Additional training may be required.
Additional Training[1, 2]	Then current published rates which are currently $750 per day plus travel related expenses (which may be increased up to $2,000 per day plus travel related expenses)	Paid prior to the start of additional training as scheduled by us	Payable only if you request additional persons attend the Training Program (described in Item 11) or hire a new Bambū Certified Team Leader . Additional training is mandatory for a new Bambū Certified Team Leader.
Food Safety Certification[5]	Will vary based on state regulations as designated by the provider you select and method of training	As incurred	Your Bambū Certified Team Leaders must obtain a food safety certification through ServSafe® or another food safety certification program approved by your local Health Department. See Item 11.

Column 1 Type of Fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
POS System Fee[5]	As of the date of this Disclosure Document, $80 per month, but subject to increase by the third party supplier	Monthly	You must acquire and use the point-of-sale system that we designate and pay the monthly fee to the third party service provider.
Other at Shoppe Location Trainings and Certifications[1, 2]	Our then current published rates which are currently $750 per day plus travel related expenses (which may be increased up to $2,000 per day plus travel related expenses)	Paid prior to the start of additional training as scheduled by us	Payable only if you request or we require additional training specific to you.
Costs and Attorneys' Fees[2]	Will vary depending on nature of your default or the claim brought	As incurred	Payable if we are successful in a legal action.
Indemnification Under Franchise Agreement[2]	Will vary depending on nature of the claim against us	As incurred	You have to reimburse us if we are held liable for claims resulting from your Bambū shoppe operations.
Insurance Premiums[2, 5]	Will vary depending on your location, policy limits, and insurer	As incurred	If you do not pay your premiums, although we do not have to, we can pay them for you and you must reimburse us.
Cost of Product Testing and Supplier Approval Requested by You[1 ,2]	$300 to test any new product or alternative supplier product plus our costs. You must purchase and deliver to us any products or ingredients required to complete the testing.	As incurred	You must reimburse us for all reasonable costs we incur in investigating and determining whether any previously unapproved products, programs, or suppliers you desire to use meet our brand standards and specifications.

Column 1 Type of Fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Relocation Fee[1, 2]	$15,000	When we approve the new location lease	Payable only if you move your current location during the term of the Franchise Agreement. The fee provides for similar new Bambū shoppe operations support, including two site visits and three days of additional training support as determined by us. If you close your Bambū shoppe prior to the relocation, you will also pay us the monthly amount of the Royalty Fee during the closure period.
New Equipment, Upgrading, and Remodeling Expenses[4, 5]	Will vary depending on the items that are upgraded or remodeled.	As required by us	Payable if we require new equipment, upgrades, or remodeling of the premises, the furnishings or the equipment used in the shoppe.

1 The fees in Item 6 apply to all franchises, including those developed under a MUD Agreement.

2 Fees and charges imposed by and payable to us. All of these fees and charges are non-refundable. All fees and charges are payable by ACH transfer. Except as described in this Item, all fees and charges are uniformly imposed on franchisees currently acquiring a franchise. We reserve the right to modify these fees and charges including to resolve disputes, to address current business and economic conditions and under other circumstances.

3 On or after the 1st day of each month, we will withdraw the monthly Royalty Fee for the current month. On or before July 15th, we will reconcile the Royalty Fee due based on your actual Net Revenues generated between January 1st and June 30th minus the monthly payments made for those months, and we will withdraw any additional amounts due no later than five days after completion of the reconciliation. On or before January 15th of the following year, we will reconcile the Royalty Fee due for the prior calendar year based on your actual Net Revenues generated by your Bambū shoppe in the prior calendar year minus all Royalty Fee amounts previously paid related to your prior year operations, and we will withdraw any additional amounts due no later than five days after completion of the reconciliation. If you are due a credit after the January 15th reconciliation, we will apply the overpayments to future monthly Royalty Fees until the overpayment is fully applied. If you close your Bambū shoppe during a relocation you must pay us the $850 per month Royalty Fee during the closure period. In that event, for purposes of reconciling the Royalty Fees, you shall be deemed to

have generated during the closure period Net Revenues on a monthly basis in an amount equal to $850 divided by 4 percent (prorated for any partial months). The Royalty Fee is based on your POS System sales records.

4 You must purchase certain products from approved suppliers. We may require you to purchase certain equipment that we have tested and approved, and their use mandated throughout the system.

5 Fees or costs that are not paid to us and may or may not be refundable by the third parties to which they are paid.

6 The term "**Net Revenues**" shall mean the total gross revenue derived by you from the operation of your Bambū shoppe, whether from sales for cash or credit, and irrespective of the collection thereof, including sales of both merchandise and services, but exclusive of all sales taxes, use taxes, gross receipts taxes, and other similar taxes added to the sales price and collected from the customer, and less any bona fide refunds, rebates, discounts, tips, and merchant service fees.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. Franchise Agreement

Column 1	Column 2		Column 3	Column 4	Column 5
Type of Expenditure*	**Amount (Low)**	**Amount (High)**	**Method of Payment**	**When Due**	**To Whom Payment Is To Be Made**
Initial Franchise Fee (See Note 1)	$35,000	$35,000	Payable in two installments	As described in Item 5	Us
Leasehold Improvements (See Note 2)	$40,000	$170,000	As incurred	Before Opening	Other Suppliers
General Conditions and Structural (See Note 2)	-0-	$60,000	As incurred	Before Opening	Other Suppliers
Final Architectural Drawings, Permits, and Approvals (See Note 3)	$5,000	$19,000	As incurred	Before Opening	Other Suppliers
IT and POS Systems (See Note 4)	-0-	-0-	As incurred	Before Opening	N/A
Equipment (See Note 5)	$28,000	$52,000	As incurred	Before Opening	Other Suppliers
Interior Finishes, Fixtures and Furniture (See Note 6)	$5,000	$35,000	As incurred	Before Opening	Other Suppliers

Column 1	Column 2		Column 3	Column 4	Column 5
Signage and Menu Board (See Note 7)	$6,000	$10,000	As incurred	Before Opening	Other Suppliers
Opening Inventory and Supplies (See Note 8)	$6,500	$9,500	After ordering	Before Opening	Other Suppliers
Security and Utility Deposits, Business Licenses, Insurance and Professional Fees (See Note 9)	$7,000	$15,000	As incurred	Before Opening	Other Suppliers
Opening Training Expenses (See Note 10)	$2,000	$2,000	As incurred	Before Opening	Other Suppliers
Opening Marketing Campaign (See Note 11)	$3,000	$7,000	As incurred	Around Opening	Other Suppliers
Additional Funds - 3 Months (See Note 12)	$5,000	$25,000	As incurred	As incurred	Other Suppliers
TOTAL ESTIMATED INITIAL INVESTMENT (See Note 13)	**$142,500**	**$439,500**			

* None of the fees or costs estimated in the chart above are refundable, except that deposits paid to third parties may be refundable.

Explanatory Notes

Note 1: Initial Franchise Fee. See Item 5.

Note 2: Leasehold Improvements and General Conditions. Your cost to build-out a location for a Bambū shoppe will vary based on factors including the square footage and geographical location, the as-is condition, tenant improvement allowances from the landlord, and the type and availability of utilities and services. A second-generation restaurant or QSR location with an existing kitchen, plumbing and required electrical outlets can significantly reduce these costs depending on final layout. A food court or in-line location with shared bathroom facilities and a similar kitchen setup as required for a Bambū shoppe can reduce the required leasehold improvements significantly more.

Bambū shoppes are divided into two distinct areas, the kitchen area (back of the house) and the front of the house, also called the customer service and seating area. The kitchen area, bathrooms and the storage and maintenance area, which in total typically require approximately 400-600 sq. ft. of space, are the most expensive to build out. The front of the house can be almost any size but having at least 500 sq. ft. for seating and front counter is typically sufficient. In the situation where there is an existing kitchen there is usually no tenant improvement allowance from the landlord. In a space that is commonly called Vanilla Shell or Gray Shell, the cost of to build out the space is much greater because the space is basically four walls with utilities stubbed in. However, landlords often will provide a tenant improvement allowance or rent abatement as part of the lease to cover some or all of the cost of build-out.

The costs shown in the chart are estimated costs to build out space in an in-line leased location of approximately 1,100 sq. ft. for the low amount and a larger space up to 2,300 sq. ft. for locations in some big box stores for the high amount. The lower estimate in the chart assumes you have obtained built-to-suit lease space, or it is "move-in-ready" space. But each situation is unique and needs to be reviewed and negotiated with the landlord. The most important factors, however, are finding the best locations and then what type of spaces are available once those locations are identified.

The chart also shows the estimated general conditions cost for the initial build out.

Note 3: Final Architectural Drawings, Permits, and Approvals. You must prepare all final architectural drawings required by the jurisdiction where your shoppe is located and have signed approval by us based on our standards and specifications. This includes a full set of plans including mechanical plans for permitting and approvals, which must be approved by us, the governmental authority that issues the permits and approvals for your jurisdiction, and your landlord. You will select the architectural firm to prepare your architectural drawings design, who must be approved by us. We will not withhold our approval of your architectural firm provided it demonstrates it has sufficient expertise in commercial retail design work to ensure that the plans, approvals and permits are obtained, and overview of the project is accomplished. Once we approve the final plans, they cannot be changed without our prior written approval. If you change the plans or the construction of your Bambū shoppe without our knowledge or prior written approval, we may require your Bambū shoppe to conform to the approved plans before you can open your Bambū shoppe to the public.

Note 4: IT and POS Systems. A single electronic point-of-sale system ("**POS System**"), including terminal, software, printer, and kitchen display system is provided by us, currently at no initial charge, for your use during the term of the franchise. You are required to have an internet router and service providing a minimum 1 GB of combined data plan with a reputable high speed wireless carrier for the POS System and in-shoppe customer accessible wireless Internet service. Our POS System includes a customized customer loyalty rewards and gift card program. See Item 11. You will pay a monthly software application fee to the third party POS System services provider, as described in Item 6.

Note 5: Equipment. This item includes the estimated costs to obtain the required kitchen equipment for a shoppe, including: 200-300 cu. ft. of refrigeration and freezer storage, a 650 lb. capacity ice maker, cooking equipment, exhaust hood (if required), grease interceptor, worktables, sinks, shelving and small wares. This estimate does not include state or local taxes. The lower range in the chart assumes that you are equipping the shoppe with used, leased equipment or equipment in place. You are required to obtain our approval of your choice of colors and furniture.

Note 6: Interior Finishes, Fixtures and Furniture. This item includes the estimated costs to obtain the required furniture, finishes, fixtures, counter, décor, paint, and wallpaper for the shoppe. We will provide you with sources for certain of these items. We will provide you with an Interior Design Guide.

Note 7: Signage and Menu Board. Chart A provides the estimated costs to obtain signs and a digital menu board for a shoppe, including custom signs, interior and exterior signs and shoppe displays. The menu boards must meet our specifications as to size, layout and location in your Bambū shoppe. The high amount of the estimate in the chart reflects the cost for both exterior and interior signage or a wrap, if that is allowed for your location.

Note 8: Opening Inventory and Supplies. You must open with and maintain an adequate inventory of ingredients, including coffee, teas, powders, and syrups, as well as shoppe supplies (including cups, lids, and straws) and Bambu branded products and merchandise for retail sale to your customers.

Note 9: **Security Deposits, Utility Deposits, Business Licenses, Insurance, and Professional Fees**. Security deposits, if applicable to your shoppe, range from zero to three months' rent. Utility deposits range from a nominal amount to approximately $2,000, and business licenses range from approximately $100 to $1,000, depending on your location. You may also incur fees for professional services such as legal or accounting services in establishing your shoppe.

Note 10: **Opening Training Expenses**. We provide two days of offsite training at a designated operating Bambū shoppe and conduct the remaining part of your opening training at your Franchised Location. You must have hired your employees prior to the start of onsite opening training being conducted, including your Shift Leaders or supervisors for your shoppe. This estimate also includes the estimated expenses for you and any designated Bambū Certified Team Leaders registered with us to obtain a required food management certification administered by various third parties. See Items 6 and 11.

Note 11: **Opening Marketing Campaign**. This includes interior and exterior promotional signage, window banners, sandwich boards, printed flyers, and the cost of a grand opening event. You must set up all shoppe social media accounts under our brand guidelines. You may be required to use an approved marketing firm for your grand opening marketing program.

Note 12: **Additional Funds**. This is an estimate of your pre-operational expenses, which we have not listed above, as well as additional funds necessary for the first three months of your shoppe operations. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the shoppe. Your costs depend on factors such as: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for our products and programs; the prevailing wage rate; competition; and the sales level reached during this initial period. This item includes a variety of expenses and working capital items during your start-up phase such as: legal and accounting fees; additional rent expenses; insurance premiums; the first three month's payment of the Royalty Fee and Marketing and Technology Fee, which each begin the first full month following the month the shoppe opens; additional advertising and promotional expenses and materials; utility charges; and other miscellaneous costs. This item does not include your salary or living expenses.

Note 13: **Basis For Estimates; Financing**. We relied on our principals' combined over 50 years of experience in the food franchising business when preparing these figures. Because the ranges in the chart are only estimates, we believe it is possible to either fall below or to exceed the estimated range of costs listed in each item of the chart. The low amount of the Total Estimated Initial Investment is based on retro-fitting an existing QSR location to a Bambū shoppe location and the high amount of Total Estimated Initial Investment is for a full build-out of an 1,100 to 1,500 sq. ft. location with a modest tenant improvement allowance. In certain major metropolitan areas, actual costs may exceed the high range estimates in the chart. You should review these figures carefully with a business advisor before making any decision to purchase a franchise. We and our affiliates do not offer financing either directly or indirectly for any part of the initial investment. The availability and terms of financing from independent third parties depends on factors such as the availability of financing generally, your creditworthiness, other security and collateral you may have and policies of lenders.

B. Multi-Unit Development Agreement

YOUR ESTIMATED INITIAL INVESTMENT FOR EACH FRANCHISE OPENED UNDER THE MULTI-UNIT DEVELOPMENT AGREEMENT

Column 1	Column 2		Column 3	Column 4	Column 5
Type of Expenditure	**Amount (Low)**	**Amount (High)**	**Method of Payment**	**When Due**	**To Whom Payment Is To Be Made**
Development Fee (See Notes 1 and 2)	$15,000	$15,000	As incurred	Upon execution of the MUD Agreement	Us
Additional Amount Due for Initial Franchise Fee (See Notes 1 and 2)	$10,000	$10,000	As Incurred	Upon execution of the Franchise Agreement	Us
Estimated Initial Investment Expenses Noted in Chart A Minus the Initial Franchise Fee noted in Chart A	$107,500	$404,500	See Chart A	See Chart A	Various – See Chart A
TOTAL ESTIMATED INITIAL INVESTMENT (See Notes 3 and 4)	$132,500	$429,500			

Explanatory Notes

1. This chart shows the estimated initial investment for the right to develop each additional Bambū shoppe associated with a MUD Agreement. Typically, a franchisee will commit to develop one or two additional shoppes, in addition to their initial Bambū shoppe, but you may acquire the right to open more than two additional Bambū shoppes under the MUD Agreement.

2. The Initial Franchise Fee for each Bambū shoppe to be opened under the MUD Agreement is $25,000. At the time you sign the MUD Agreement, you will pay a Development Fee of $15,000 times the number of additional Bambū shoppes to be developed and opened under the MUD Agreement after your first Bambū shoppe. We will apply $15,000 of the total amount of the Development Fee to the Initial Franchise Fee for each additional shoppe you open. The remainder of the Initial Franchise Fee due for the second and subsequent Bambū shoppe is due upon execution of the Franchise Agreement for that shoppe, but no later than the deadline set forth in the MUD Agreement for signing the Franchise Agreement related to that shoppe.

3. We provide training for each Bambū shoppe, which will be scheduled after you pay the Initial Franchise Fee in full.

4. The estimates given in this chart are based on our estimates for a Bambū shoppe as of the date of this Disclosure Document. However, typically the opening of each additional Bambū shoppe opened under

a MUD Agreement will occur between six and 12 months after the opening of the most recently opened prior shoppe. The initial investment for each Bambū shoppe to be developed under the MUD Agreement will vary based on the costs of the various expenditures noted in Chart A at the time you develop and open each additional shoppe and are subject to change based on developments in the franchise system, the industry, and the economy as a whole. None of the fees or costs estimated in the chart above are refundable, except that deposits to third parties may be refundable.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Operations

You must establish, maintain and operate your Bambū shoppe in compliance with your Franchise Agreement. You must comply with the mandatory standards and specifications contained in our confidential Owner Operations Manual and policy releases, which are available through our Franchisee Resource Center ("**FRC**"). After you sign the Franchise Agreement, you will be given login credentials and access to the FRC at www.bambufrc.com. In addition to our Owner Operations Manual, the FRC contains Training Materials, our FRC Blog, FRC Forum, notices, marketing materials, art work, health compliance plan and information, and ordering platform, as well as other manuals, technical and news bulletins, and other written or electronic materials for operating a Bambū shoppe (collectively, "**FRC Materials**"). We may modify the FRC Materials in our discretion. We provide you with our mandatory and suggested standards and specifications for the menu items and retail products and related programs offered at or through your Bambū shoppe. Mandatory items include menu items and nutritional information, finishes, counter, POS/merchant service system, loyalty rewards program equipment, logoed paper products, uniforms, insurance, advertising materials, equipment, certain supplies and reports. You must obtain our prior written approval of your final plan, signage, and interior design. The FRC Materials are designed to protect our reputation, and promote the brand and goodwill of the Marks; they are not designed to control the day-to-day operations of your Bambū shoppe. You must comply with these standards and specifications, including the terms of any mandatory product recall promptly upon receipt of notice from us of such recall.

One of our primary methods of communication with our franchisees is by small message service via email, text messages, or other electronic methods ("**SMS**"). Any standards and specifications communicated by SMS are deemed part of the FRC Materials, and you are required to comply with them.

Shoppe Lease and Build-Out

We will assist you with negotiations of the LOI for the lease for your Franchised Location and in the lease negotiations and review. Our assistance involves suggestions and recommendations concerning the terms and conditions of the LOI and the lease provisions. It ultimately is your responsibility, however, to negotiate and accept the final terms of these documents. We will review and provide our suggestions to any lease or sublease ("**Lease**") for the Franchised Location of your shoppe before you sign the Lease. In particular, the Lease must include a use clause acceptable to us and signage criteria that provides for adequate branding of the Bambū name. Our involvement in the negotiation and approval of the lease for the Franchised Location does not constitute a recommendation, endorsement or guarantee by us of the suitability or profitability of the location or the lease, and you will need to take any additional steps necessary to ascertain whether such location and lease are acceptable to you, which may include engaging your own legal counsel. A copy of any signed Lease or other proof of occupancy must be delivered to us within 15 days after you sign it.

Once a lease is signed, you will need to obtain permits and begin construction of the shoppe as quickly as possible in order to avoid paying rent before your Bambū shoppe is open for business. This will require, in most instances, retaining an architect and general contractor at or before the lease is signed. You must obtain our prior written consent of your architect and general contractor. We will not withhold our approval of the architectural firm or general contractor provided they can demonstrate they have sufficient expertise in commercial retail design work to ensure that the plans, approvals and permits are obtained and overview of the project is accomplished. If we do not approve your designated architect or general contractor, we may require that you engage an architectural firm or general contractor designated by us.

We will assist you in development of a required kitchen workflow design, including the specific equipment specifications required for use in your shoppe. We will also provide a style guide of recommended finishes and colors, materials, furniture, fixtures, counter and décor for you to use in designing the layout for the Franchised Location. You are required to obtain our approval of your choice of colors and furniture. We have approved suppliers for certain of these items, who you will be required to purchase these items from. We will provide you a rough shoppe workflow layout and equipment schedule after you have entered into the letter of intent ("**LOI**") for your Franchised Location at or about the time you sign the lease, provided that you have entered into the Franchise Agreement prior to signing the lease and we are provided with sufficient information about the space to assist with creating a layout of the space. You must consult with us, and we must approve your shoppe layout, equipment layout, mechanical drawings, and construction documents, which cannot be changed without our prior written approval. You must, at your expense, construct, convert, design, decorate and furnish the Franchised Location in accordance with the final plans and specifications we have approved. You are required to prepare final architectural drawings for our approval based on our standards and specifications. We must approve the drawings prepared by your selected architect submitting to us the final drawings of the layout and proposed improvements to the Franchised Location for our review and approval before those materials are submitted for permitting and construction begins. The approval by us of drawings, layout, or other construction documents related to the Franchised Location does not constitute a recommendation, endorsement or guarantee by us of the suitability or profitability of the location, layout, or design of your Franchised Location. You cannot change the plans once we approve them, without our prior written approval. If you change the plans or the construction of your shoppe without our knowledge or prior written approval, we may require you to conform your shoppe to the approved plans before you can open the shoppe for business to the public. We may require you to use the services of a company that will supervise the buildout of your Bambū shoppe if, in our sole discretion, we determine that the architect or contractor that you intend to use has insufficient knowledge and experience to build a Bambū shoppe.

If you have already signed a lease or sublease, you have already purchased a location for your shoppe, or you are upfitting or adding a Bambū shoppe to a current restaurant location when you sign the Franchise Agreement, our execution of the Franchise Agreement does not imply that we approve of any particular location.

Programs and Reports

Unless we approve your use of a similar application, you will be required to use the QuickBooks accounting application. These applications have payroll services and direct deposit capability for your employees. You will be required to provide us with monthly financial statements, including a monthly Profit and Loss Statement and Balance Sheet, and sales, labor and inventory reports. We will review your financial statements with you each month. You will be required to use a scheduling application for your employees. Unless we approve your use of a similar application, you will be required to use a human resource application provided by the supplier we designate.

POS System, Merchant Service, Software and Other Technology

You are required to acquire a point-of-sale system, including hardware to service our loyalty rewards and gift card program, that we designate. The POS System that we currently require is a Square bundled system, and we currently provide the POS System to franchisees. The POS System contains the required supporting hardware and software applications, which has the capability of facilitating our system-wide customer loyalty rewards program and has built in merchant software for both shoppe and hands-free online ordering credit card processing and customer tipping. You will pay our designated third party service provider monthly fees for maintenance and updates. Currently, we derive no revenue from your purchase of the POS System, although we reserve the right to derive revenue from your purchase and license of the POS System or any proprietary software, if and when we develop our own proprietary system or software and license them to you. See Items 7 and 11. We may require you to use a new or different point-of-sale system in the future, in which case you must convert your POS System to the new system.

You must own a smartphone or other mobile device with access to the Internet enabling you to communicate via SMS. Additionally, we require that you login to, regularly access, and fully participate in our FRC, which includes communicating with other franchisees and with us. We may also require you to purchase additional hardware equipment, software and possible subscriptions to online applications meeting our minimum specifications in the future at your expense. Your participation and your communications on our FRC are governed by the standards, specifications and guidelines we establish from time to time. See Items 7 and 11.

Social Media

We currently utilize social media and events strategists who support our system-wide marketing initiative, including that conducted under our Marketing and Technology Fund (defined in Item 11). We manage the main Bambū brand social media accounts, currently under the name @bambudessertdrinks, on Instagram and Facebook. Our franchisees are permitted to maintain local social media accounts with our approval and in compliance with our standards, such as posting about local events utilizing templates we provide. Franchisees must use the approved suppliers we designate for services related to social media. Currently, we require franchisees use a social media platform called Rallio for social media services, which provides visibility into posting activity and supports coordinated campaign activity. Rallio also integrates with Google Business Profiles and Yelp. You will be able to use Rallio to respond to comments on Yelp and Goggle and to provide information on views of social media postings. The fee for Rallio is paid through the Marketing and Technology Fee. At your election and for an additional fee that you will pay directly to Rallio, you can use Rallio for other social media marketing.

Purchases From Designated or Approved Sources

In order to maintain the quality and uniformity of Bambū shoppe products and certain of the programs you offer, you must purchase all products including raw and prepared ingredients, food items, shoppe supplies, and programs offered, used, sold or leased through your Bambū shoppe or otherwise required for the operation of your Bambū shoppe from suppliers or distributors designated or approved by us. We reserve the right to designate a single approved supplier or distributor, including us or our affiliates, for any of these items or other items. In particular, we currently have designated suppliers and distributors for our proprietary jellies, powders, syrups, coffee, tea, designated food and beverage products, and other proprietary food items as well as logoed cups and other branded material that we may develop from time to time ("**Proprietary Items**"). The designated supplier or distributor may vary depending on the location of your business. Currently, neither we nor any of our affiliates are a designated single approved supplier of any items offered, used, sold or leased by our franchisees, although we facilitate the ordering and payment with one of our designated suppliers. Further, no officer of ours owns any interest in any of our approved or

designated suppliers or distributors. We reserve the right to change any designated supplier or change, reduce or add to the list of items subject to designated supplier arrangements. You must execute any agreement as may be reasonably required by a designated supplier or distributor and establish the appropriate credit terms with it.

On or before commencement of the onsite portion of the Training Program, we will make available to you a list of our approved suppliers, the standards and specifications for items to be used, sold or leased by you through your Bambū shoppe. The list of approved suppliers that will apply for your Bambū shoppe will vary depending on your Franchised Location within our national distribution network.

We derive revenue from our sales of Proprietary Items to our franchisees. In the fiscal year ended December 31, 2025, we derived revenue of $519,471.46 or approximately 20 percent of our total revenues of $2,610,124.00, from franchisee purchases. See our financial statements in Item 21. In the fiscal year ended December 31, 2025, our affiliates did not derive revenues from sales of products or services to our franchisees, but we may have affiliates who do so in the future. We did not derive any revenue from the lease of any products or services to our franchisees in the fiscal year ended December 31, 2025, but we reserve the right to do so in the future.

We estimate that the costs of your purchases from designated or approved sources, or according to our standards and specifications, may range from 3 percent to 10 percent of the total cost of establishing a Bambū shoppe and approximately 15 percent to 20 percent of the total cost of operating a Bambū shoppe after that time.

If you want to purchase or use any inventory, products, equipment, supplies, materials, services or programs we have not approved, or purchase or lease these items from a supplier who we have not approved, you must notify us in writing and obtain our approval in advance. The notification should include sufficient specifications, photographs, drawings and other information and samples to determine whether those items or those suppliers meet our specifications. You must pay us a fee of $300 per product or ingredient for our testing and investigation, and reimburse us for the actual cost of any testing and the reasonable cost of investigation, to determine whether those items or suppliers meet our specifications. You must purchase and deliver to us any products or ingredients required for testing or investigation. We will notify you of our decision within 30 days of receipt of your written request and any materials requested. We may reject a proposed supplier on any basis in our discretion, including for purposes of protecting our trade secrets from third parties or on the basis of the terms offered to us or our franchisees from the proposed supplier compared to any current designated or approved supplier. We do not have written criteria for supplier approval, and therefore such criteria are not provided to our franchisees. If we establish written criteria, we reserve the right to change any criteria regarding any approved supplier or any inventory, equipment, supplies, or services used, offered for sale or leased by franchisees and you must comply with such changes within 10 days following written notice from us.

We do not provide material benefits, such as renewal or granting additional franchises to franchisees based on your use of designated or approved sources or suppliers.

Other than the requirements above, franchisees are not currently obligated to purchase or lease any goods, services, supplies, fixtures, equipment, inventory or real estate from us or any other specifically designated source.

Customer Loyalty Rewards Program

Except as prohibited or limited by law, you must, at your sole cost, fully participate in our customer loyalty rewards program, gift card program, and all promotional campaigns, prize contests, social media

programs, special offers, discount programs, and other programs, whether international, national, regional, or local in nature, which we prescribe. In addition, at your sole cost, you must honor any coupons, customer loyalty rewards program points or credits, gift cards, discounts, or other authorized promotional offers that we prescribe for the franchise system, unless we agree otherwise. You must follow the guidelines set forth in the FRC Materials with respect to your obligations and responsibilities under these programs. We reserve the right to require you to purchase and utilize processing equipment and software designated by us to implement any of these programs.

Insurance

You must procure, maintain and provide evidence of certain types and amounts of insurance coverage described in the FRC Materials. These types of insurance include comprehensive general liability, products liability, unemployment and worker's compensation, personal property, business interruption, owned and non-owned auto liability and builder's risk coverage and an umbrella policy. We recommend that you also carry employee dishonesty insurance. If you fail to purchase the required insurance, we may demand that you cease operations or obtain insurance for you and you must reimburse us for the cost of the insurance. All insurance policies must name us as an additional insured and give us at least 30 days prior written notice of termination, amendment or cancellation. You also must provide us with certificates of insurance evidencing your insurance coverage before the opening of your shoppe, upon any changes in the coverage that we require, and at least 30 days' prior to the expiration of any existing policies. You must furnish us with copies of all required insurance policies or other evidence of insurance coverage and payment of premiums as we request from time to time. We reserve the right to require you to change the types and amounts of insurance you are required to maintain upon 60 days' prior written notice to you.

Purchasing Arrangements

We have purchasing arrangements to provide our franchisees with proprietary and designated food and drink items. You must participate in these arrangements; however, you should not at any time rely on the continued availability of any particular pricing arrangement, nor the availability of any particular product or brand in deciding whether to purchase the franchise.

If we designate another third party supplier and then establish a discount buying program or similar arrangement with the designated supplier of a product or menu item that you sell in your shoppe, we reserve the right to derive revenue from your purchases of such products or menu items.

We and our affiliates have the right to receive payments from suppliers on account of their dealings with you and franchisees.

We have an agreement with the approved suppliers for the Proprietary Items for our franchisees, which provides that we will receive between 4 and 10 percent of the amount paid to the supplier by our franchisees for purchases depending on our required commitment to the suppliers. We reserve the right to receive other payments from these and other designated suppliers in the future. We and our affiliates may retain the credit of any rebate, incentive or volume discounts received as a result of your purchases and are not required to share it with our you or our other franchisees.

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement, Multi-Unit Development Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

Obligation	Section in Agreements	Disclosure Document Item
(a) Site selection and acquisition/ lease	Sections 3.1, 5.1 and 5.2 of Franchise Agreement ("**FA**"); Section 3.3 of Multi-Unit Development Agreement ("**MUDA**")	Items 8 and 11
(b) Pre-opening purchases/leases	Sections 5.2, 5.3, 5.4, 5.5 and 5.6 of FA	Items 5, 6, 7 and 8
(c) Site development and other pre-opening requirements	Sections 5.3, 5.4, 5.5, 5.6 and 5.7 of FA	Items 7, 8 and 11
(d) Initial and ongoing training	Article 6 of FA; Section 3.4 of MUDA	Item 11
(e) Opening	Section 5.8 of FA; Section 3.1 of MUDA	Item 11
(f) Fees	Articles 4, 11 and 12 and Sections 5.6, 6.3, 10.2, 14.6, 15.8, 17.2, 18.3, 20.3, 22.3 and 24.6 of FA; Article 2 and Sections 3.1, 3.4, 4.2, 5.3 and 8.10 of MUDA	Items 5, 6 and 7
(g) Compliance with standards and policies/FRC Materials	Article 8 and Sections 10.3, 14.1 and 14.2 of FA	Items 1, 8, 11 and 15
(h) Trademarks and proprietary information	Article 15 and Section 21.3 of FA	Items 13 and 14
(i) Restrictions on products/services offered	Sections 3.3, 3.4, 10.1.d and 14.4 of FA	Items 11 and 16
(j) Warranty and customer service requirements	Not Applicable	Not Applicable
(k) Territorial development and sales quotas	Article 3 of FA; Sections 1.1 and 3.1 of MUDA	Item 12
(l) Ongoing product/service purchases	Sections 14.5, 14.6 and 14.7 of FA	Item 8
(m) Maintenance, appearance and remodeling requirements	Sections 10.1.a, b and h of FA	Item 11

Obligation	Section in Agreements	Disclosure Document Item
(n) Insurance	Article 22 of FA	Items 7 and 8
(o) Advertising	Articles 12 and 13 of FA	Items 6, 7 and 11
(p) Indemnification	Section 20.3 of FA; Section 7.2 of MUDA	Item 6
(q) Owner's participation/ management/staffing	Sections 10.1.c and i of FA	Items 11 and 15
(r) Records/reports	Article 16 of FA	Item 6
(s) Inspections and audits	Section 14.3 of FA	Item 6
(t) Transfer	Article 17 of FA; Article 5 of MUDA	Item 17
(u) Renewal	Section 18.3 of FA	Item 17
(v) Post-termination obligations	Section 19.4 of FA; Article 6 of MUDA	Item 17
(w) Non-competition covenants	Article 21 of FA; Article 6 of MUDA	Item 17
(x) Dispute resolution	Article 23 of FA; Article 8 of MUDA	Item 17

ITEM 10

FINANCING

We do not offer direct or indirect financing to you. We do not guarantee your note, lease or other obligations.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your shoppe, we will:

1. Once a Franchised Location is determined, designate your Protected Area, and, if applicable, your Development Area. (Section 3.2 of the Franchise Agreement; Section 1.1 of the MUD Agreement.)

2. Assist you in locating the site for your shoppe by providing you with criteria for an acceptable site, by engaging on your behalf, or working with, a local real estate broker of your choosing or one provided by us, and by approving or disapproving your proposed site. You must use your best efforts to locate and obtain our approval of the Franchised Location within 90 days of signing the Franchise Agreement.

You must open your shoppe within one year after signing the Franchise Agreement. However, we may agree, in our sole discretion, to an extension of these deadlines upon a showing that you are making a diligent effort in obtaining a Franchised Location and opening the shoppe. If you fail to open your shoppe within one year, in our sole discretion, you may be required to pay us the monthly Royalty Fee and Marketing and Technology Fee. No contractual limit exists on the time it takes us to approve or disapprove your proposed location. However, we typically take no more than 10 business days to approve or disapprove your proposed location, and we may extend the deadline for opening your shoppe when circumstances beyond your reasonable control delay the site selection and approval process. (Sections 5.1, 5.8 and 7.1.b of the Franchise Agreement; Section 3.3 of the MUD Agreement.)

3. Assist you with the lease for your Franchised Location, by assisting you with the negotiations and preparation of the LOI for your lease, assisting you with the negotiation of the lease, providing you, among other things, an acceptable use clause, determining that the signage requirements allow for sufficient Bambū branding, negotiating relocation and other terms found in many leases, and other matters. (Sections 5.2 and 7.1.d of the Franchise Agreement.)

4. Make available to you such standards and specifications as we have developed for the leasehold improvements, design of the shoppe, signage, colors, decor, inventory, equipment, artwork, programs, displays and uniforms. We will assist you in developing a required kitchen workflow design. We will provide you with specific equipment specifications for use in creating the layout for your shoppe and an interior design guide, typically after you have signed a LOI for your Franchised Location and before you sign the lease. We will consult with you regarding your construction documents, which must be prepared by our designated architectural firm or another architect you select, and we approve. We must approve those documents before you submit them for permitting and construction begins, and if any suggested changes to the plans deviate materially from the initial kitchen workflow design and equipment specifications we provide to you. You are responsible for the cost of any architectural designs and mechanical drawings that you obtain, and for modifying any plans that we may provide to you, and for the cost of construction. (Sections 5.2, 5.3, 5.4, 5.5, 5.6 and 7.1.c of the Franchise Agreement.) See also "Site Selection Assistance," described below in this Item.

5. Make available to you standards and specifications for food and beverage products, merchandise, and other items and materials offered for sale, in connection with your shoppe. We will provide you with a list of approved suppliers, if any, of such equipment, items, materials, food and beverage products and merchandise, which list will vary depending on your Franchised Location. We will also provide you, if available, a description of any regional or central purchase and supply agreements offered by such approved suppliers for the benefit of our franchisees. (Section 7.1.e of the Franchise Agreement.)

6. Before the shoppe's opening, we will determine that the shoppe is sufficiently completed to schedule training and will furnish a Training Program and opening support described below in this Item. (Article 6 and Section 7.1.a of the Franchise Agreement; Section 3.4 of the MUD Agreement)

7. Provide consultation, onboarding, and opening support as scheduled and as needed, in our sole discretion. There will be scheduled a preassessment construction/remodeling review of your shoppe and an owner orientation, conducted after you sign your lease. Approximately two days will be an owners training at a designated Bambū shoppe location conducted before your opening training is scheduled. Approximately one day will involve a shoppe pre-opening assessment. If we determine during our preassessment that the shoppe is not prepared for training and soft opening, we will reschedule the remainder of the training and charge for the additional costs incurred for travel cancellation and other additional expenses incurred by us. Approximately seven and a half days for shoppe staff observation, guidance and consultation on-site at your shoppe at or around the time your shoppe commences operation, with soft-opening support. (Sections 6.2 and 7.1.a of the Franchise Agreement.)

8. Provide you electronic access to our confidential and proprietary FRC Materials covering certain aspects of the specifications, standards, drink and food item preparation information and operating procedures that we require in the operation of your shoppe, including all updates and revisions. (Article 8 and 7.1.f of the Franchise Agreement.)

9. Provide you with assistance and advice about how to conduct your opening marketing campaign. (Section 7.1.g of the Franchise Agreement.)

Continuing Assistance

During the operation of your shoppe, we will:

1. Provide you access to print and social media advertising and promotional materials that we may develop, and provide menu updates, certain creative designs for marketing materials, and recipes, the cost of which may be passed on to the Marketing and Technology Fund or to you at our option. (Section 9.1.a of the Franchise Agreement.)

2. Upon your reasonable request, provide consultation by SMS or telephone regarding the continued operation and management of your shoppe and information regarding product quality control, menu items, customer relations, product and merchandise purchase, supply and sale and similar advice. (Section 9.1.b of the Franchise Agreement.)

3. Make periodic operational facility review visits to your shoppe to determine that your operations and management are following the guidelines and requirements we have set forth, which visits may be scheduled or unscheduled. (Section 14.3 of the Franchise Agreement.)

4. Provide additional seminars or programs conducted by us or our suppliers, at a frequency which we shall determine, on new methods, equipment and products. (Section 9.1.c of the Franchise Agreement.)

5. Provide you with updates of information and programs regarding the shoppe, the Bambū concept or the Bambū system, at a frequency which we shall determine, including information about additions and improvements to menu items, products and merchandise or new products and merchandise which may be developed and made available for sale by franchisees. You agree to upgrade, remodel or replace the property and equipment used in operating the shoppe if requested by us on a system-wide basis. (Section 9.1.d and Section 10.1.h of the Franchise Agreement.)

6. Train replacement or additional Bambū Certified Team Leaders or other supervisors during the term of the Franchise Agreement. We reserve the right to charge a tuition or fee, commensurate with our then current published prices for such training, payable in advance. You are responsible for all travel and living expenses incurred by your personnel during the Training Program. The availability of the Training Programs is subject to space considerations, training staff availability and prior commitments to new franchisees. (Sections 6.3 and 9.1.e of the Franchise Agreement.)

7. At our discretion and to the extent permitted by law, periodically provide specifications to you for any maximum or minimum prices we establish to be charged by you for products and programs in your Bambū shoppe. You must comply with the maximum and minimum pricing guidelines we establish. If we do not establish pricing limits for certain products and programs, we may provide you with suggested prices for those items at our discretion. (Section 10.1.m of the Franchise Agreement).

8. Permit you to use our Bambū system, as they may be modified (Sections 2.1 and 15.3 of the Franchise Agreement).

9. Permit you to use our Marks in accordance with our specifications (Sections 2.1 and 15.1 of the Franchise Agreement).

Advertising and Promotion

You must pay us a Marketing and Technology Fee, which is $575 per month as of the date of this Disclosure Document. The Marketing and Technology Fee commences on the first day of the first full month following the opening of your Bambū shoppe, and then is due on the first day of each month thereafter during the term of your Franchise Agreement. This amount is subject to increase each year on 90 days' written notice. We maintain a separate account designation in our accounting software for the Marketing and Technology Fee and expenses associated with marketing and technology efforts ("**Marketing and Technology Fund**" or "**Fund**"). All company and affiliate-owned shoppes, if any, pay into the Marketing and Technology Fund on an equal percentage basis with all newly franchised shoppes. If you request it in writing to us, 60 days after the end of each year we will send you an annual unaudited financial statement for the Marketing and Technology Fund which indicates how the Marketing and Technology Fund has been spent during the previous year. Because we do not have the Fund audited, audited financial statements are not available to you.

We administer the Marketing and Technology Fund in our sole discretion. The Marketing and Technology Fund may be used for applications that promote Bambū shoppes, such as loyalty programs and other specialized applications that can add business to the shoppes, such as catering and charitable events. The Marketing and Technology Fund proceeds may also be used for researching, preparing, maintaining, administering and directing advertising and promotional materials and public relations programs, including production of commercial print, radio, television, magazine, newspaper, Internet advertising, direct response literature, direct mailings, brochures, collateral materials advertising, surveys of advertising effectiveness, Franchisee Advisory Council expenses, convention expenses, social media marketing, public relations news, and other advertising or public relations expenditures, for any international, national, or regional media. We may also use the Marketing and Technology Fund to pay for the expenses related to researching, developing, implementing, servicing, and operating any technology used in any manner related to the Bambū franchise system or the Bambū shoppes, including any technologies utilized in or related to our website, search engine optimization, reporting of information for Bambū shoppes, the equipment used in Bambū shoppes, and Bambū shoppe computer systems (collectively, the "**Technology**"). We do not spend the Marketing and Technology Fund's money on soliciting franchisees.

We may reimburse ourselves from the Marketing and Technology Fund for administrative costs, salaries and overhead expenses related to the administration of the Marketing and Technology Fund and its programs, including conducting market research, preparing material, collecting and accounting for Marketing and Technology Fund contributions, providing any services related to any Technology, and all costs and expenses related to the Franchisee Advisory Council discussed below. In any fiscal year we may spend an amount greater or less than the aggregate contribution of all Bambū shoppes to the Marketing and Technology Fund in that year. The Marketing and Technology Fund may borrow from us or other lenders to cover deficits or cause the Marketing and Technology Fund to invest any surplus for future use. Any amounts remaining in the Marketing and Technology Fund at the end of each year accrue and we apply them toward the next year's expenses. We do not guarantee that advertising expenditures from the Marketing and Technology Fund will benefit you or any other franchisee directly or on a pro rata basis. The Marketing and Technology Fund is not a trust fund, and we do not owe a fiduciary duty to you with respect to the maintenance, direction, or administration of the Fund. We assume no other direct or indirect liability or

obligation to you for collecting amounts due to any marketing account or for maintaining, directing or administering any advertising account.

We may use outside advertising agencies, public relations firms, and in-house personnel to create international, national, or regional advertising and public relations news, including social media ads, ad slicks, radio and television spots and other marketing pieces and programs and we may purchase and place national advertising.

Although we intend the Marketing and Technology Fund to be of perpetual duration, we reserve the right to terminate the Marketing and Technology Fund on 30 days' notice, in which case we will distribute the funds remaining in the fund to our franchisees in proportion to their respective contributions during the preceding 12-month period. We may later reinstate the Marketing and Technology Fund upon the same terms and conditions set forth in this Disclosure Document upon 30 days' prior written notice.

During the 2025 fiscal year of the Marketing and Technology Fund, 65.2 percent of the Marketing and Technology Fund was spent on brand promotion programs, such as loyalty and gift cards and social media marketing, 26.8 percent on website and franchise resource center creative and menu design photography expenses, 4.5 percent on software, and 3.5 percent on miscellaneous expenses. No percentage was spent on administrative expenses. None of the Marketing and Technology Fund was carried over to fiscal year 2026. No portion of the Marketing and Technology Fund was retained by our affiliates or us. No portion of the Marketing and Technology Fund was spent principally to solicit new franchise sales

Local Advertising. You may create your own advertising, promotion, and social media materials and videos; however, all materials and videos displaying the Marks and Bambū name must be in the media and of the type and format as we approve, must be conducted in a dignified manner and must conform to our standards and requirements. You may not use any advertising or promotional plans or materials unless and until you have first received written approval from us. You will purchase local advertising separately through local marketing and media sources within a geographical area. Local advertising is your responsibility.

You must submit to us samples of all advertising, promotional and social media materials and videos which have not been prepared or previously approved by us at least 30 days prior to the deadline for disseminating them. We retain the right to develop and control all advertising using our Marks, including on the Internet or other electronic advertising. We reserve the right, at any time and on notice to you, to require that you participate in electronic advertising by creating, customizing or providing access to a linked webpage, social media, or otherwise.

You must engage our designated supplier for a social media platform, currently Rallio, which provides visibility into posting activity, supports coordinated campaign activity, and integrates with Google Business Profiles and Yelp. The fee for this service for each franchisee is covered by the Advertising and Technology Fund. All franchisees must grant us owner-level access to their Google Business and Yelp accounts. You must monitor and respond to comments and reviews in a timely and professional manner in accordance with our standards.

Except as prohibited or limited by law, you must, at your sole cost, fully participate in all promotional campaigns, prize contests, customer loyalty rewards programs, social media programs, special offers, discount programs including deal-of-the-day and crowdsourcing programs, and other programs, whether international, national, regional, or local in nature, which we prescribe. In addition, at your sole cost, you must honor any coupons, customer loyalty rewards program points or credits, gift certificates, discounts, or other authorized promotional offers that we prescribe for the franchise system, unless we specifically agree in writing otherwise. You must follow the guidelines set forth in the FRC Materials with respect to your obligations and

responsibilities under these programs. We reserve the right to require you to purchase and utilize processing equipment and software designated by us to implement any of these programs.

Opening Marketing and Promotional Campaign. You will be required to conduct an opening marketing/public relations program for your shoppe. We will provide you with advice about how to conduct an opening marketing campaign for your shoppe, which will start around the time the shoppe opens for business and continue through a formal grand opening. See Item 7 for the costs of the campaign. In our sole discretion we may provide a grand opening program administered by a public relations company at or shortly after you have your soft opening. We make marketing materials available to you in the FRC Materials.

Local Advertising Cooperatives. We may, upon 30 days' written notice to you, create a regional or local advertising cooperative ("**Co-op**") in the market area where you are located, at which time you must become a member of the Co-op. Each Co-op will have the right, by majority vote of the shoppes, counted by one vote per shoppe, and subject to our approval, to require its members to make contributions to the Co-op on a regular or intermittent basis.

Each Co-op will be organized and governed in a form and manner, and begin operating on a date, that we determine in advance. We have the right to form, change, dissolve and merge Co-ops. Each Co-op is, with our approval, to administer advertising programs and develop advertising, marketing and promotional materials for the area that the Co-op covers. If you are contractually bound by your lease or mall regulations to expend a required amount on advertising, the Co-op must factor this in when considering your dues and assessments to be paid to the Co-op. If we form a Co-op, you will be bound by the decisions of the majority of the members of the Co-op regarding expenditures, assessments and dues, to the extent we approve them. If you are in default under the Franchise Agreement, the Co-op reserves the right to not permit you to vote. Except as stated in this section, if you fail to participate in the Co-op or pay any Co-op dues, you breach the Franchise Agreement.

We must approve all advertising materials before they are used by a Co-op or furnished to its members. Each Co-op must prepare unaudited annual financial statements and send them to you if you request them. We have the right to determine the geographical areas included in each Co-op. Each Co-op will operate under a written document which franchisees can view. Either we or an advertising agency designated by us or the Co-op may create the Co-op's advertising materials and campaigns, but advertising created by the Co-op would be required to have our written approval before use. We do not guarantee that your shoppe will benefit, either directly or in proportion to its contribution to the Co-op, from Co-op expenditures.

Franchisee Advisory Council

We currently do not have a Franchisee Advisory Council ("**FAC**"), although we may create one in the future. If we create a FAC, we will determine the purpose of the FAC, and the number and composition of council members at that time. Once a FAC is created, we will retain the authority to change and dissolve the FAC. The FAC will act only in an advisory capacity and will not have decision-making authority.

Owner Operations Manual

Our confidential Owner Operations Manual is delivered to you via a digital signature service after you sign the Franchise Agreement. Attached to this Disclosure Document as Exhibit G is the table of contents of our Owner Operations Manual. There are 24 pages in our Owner Operations Manual.

Point-Of-Sale Systems, Merchant Service, Computers and Other Technology

You must acquire and install the POS System we provide, which is currently a Square bundled system, which may require purchasing third-party applications that we designate. The POS System has the capability of facilitating our system-wide customer loyalty/rewards and gift card program; employee scheduling, time tracking, payroll, and inventory application; and third-party delivery services; and has built in merchant software for both shoppe and customer facing ordering, credit card processing, and customer tipping. The POS System will generate and store data related to customer transactions and the loyalty program. As of the date this Disclosure Document, we do not require you to purchase or use any other specific computer system or software, although we reserve the right to require you to purchase additional hardware and software meeting our requirements in the future.

Currently, we provide you with a POS System for use in your Bambū shoppe during the term of your franchise at no additional initial cost. The typical cost of software, maintenance updates, upgrades and support is currently $80 per month, which you will pay to a third party service provider we designate. Merchant fees are processed and paid separately per the terms of our approved providers service agreement.

We can require you to acquire different or additional hardware, software, and possible subscriptions to online applications, including different POS System hardware, software, and applications, meeting our minimum specifications, on 90 days' notice.

Neither we nor our affiliates or any third party have any obligation to provide ongoing maintenance, repairs, upgrades or updates to the POS System, and any required applications used in your franchise business. We reserve the right to require you to give us independent access to the information generated or stored on the POS System, or any other computer system of yours without contractual limitation.

We may assign an email account to each shoppe ("**shoppe Email Account**") that you must use in accordance with the minimum guidelines we establish from time to time. If we provide this capability, a link on our website will allow customers to contact you using your shoppe Email Account. You must review the emails received on the shoppe Email Account on a daily basis. Additionally, the shoppe Email Account or other SMS methods are the primary source of communications from us regarding the operation of your Bambū shoppe, unless you are otherwise notified by us in writing. You are required to regularly use a device that accesses the Internet, which may be a smartphone (or other similar device designated by us) with SMS capability which meets our minimum specifications and obtain a data plan with a reputable wireless carrier which allows you to access the shoppe Email Account and communicate by email on an unlimited basis each day with us and customers of your shoppe. The cost of purchasing a smartphone typically ranges from $100 to $1,200 and the cost of a wireless data plan from a major carrier typically ranges from $30 to $60 per month. There are no requirements to update or upgrade the smartphone. You agree that you have no reasonable expectation to privacy in the information and data communicated, stored or received using the shoppe Email Account and that we have the right to receive and review the information communicated to and from and stored on the shoppe Email Account. We have no contractual limitation on our right to receive information through the shoppe Email Account. We do not require you to give us independent access to the information generated or stored on a smartphone.

We and third parties may (i) develop proprietary software or other technology systems for use in the shoppes and charge you a license or other fee to license or purchase such software or other technology; (ii) derive revenue from computer software or other technology systems maintenance and upgrade fees, if proprietary software or other technology systems are developed or required to be used in your shoppe; and (iii) require that you participate, at your cost, in all credit card or other payment programs, in all electronic data capture, electronic communication services or other similar programs that we deem mandatory.

You must accept credit and debit cards from customers of your Bambū shoppe. Our approved POS System has the software capabilities to manage credit card processing fees being charged to the customer. However, you may not charge your customers any additional fees or service charges if they elect to pay by credit card or by debit card. The Payment Card Industry ("**PCI**") requires all companies that process, store, or transmit credit or debit card information to protect the cardholders' information by complying with the PCI Data Security Standard ("**PCI DSS**"). Therefore, you must be PCI compliant by following and adhering to the then-current PCI DSS, currently found at www.pcisecuritystandards.org, or any similar or subsequent standard for the protection of cardholder data throughout the term of your Franchise Agreement. PCI mandates the PCI DSS compliance.

Site Selection Assistance

You must select, lease or acquire the site for your Bambū shoppe. We do not typically own and lease sites to our franchisees. When you have selected a location for your shoppe you must submit information to us regarding the location so that we may accept or reject the site. Our assistance with the selection and approval of a location includes criteria for a satisfactory shoppe location and a determination as to whether the site fulfills the requisite criteria. The following factors are considered when we review a proposed site: location character; proximity to major roads; income levels; demographics; competition; shoppe demand; lease terms and rates or purchase terms; visibility; tenant mix; walk-by traffic; signage and parking availability. At your request we may, but are not obligated to, send our representative to your proposed location for on-site assessment prior to granting approval of a location. You must pay all travel, lodging and meal expenses of our employees related to the requested on-site assessment. You must find an acceptable site within 90 days of signing the Franchise Agreement unless we agree to grant you additional time, which we will consider granting if you provide evidence that you have made a diligent effort in obtaining a site. Additionally, if we disapprove of any proposed site, we will grant you an additional reasonable time to obtain approval for a different site. If you fail to locate and obtain our approval of a site within the applicable time period, we may terminate the Franchise Agreement. Our acceptance of a location does not infer or guarantee the success or profitability of an approved location.

We will assist you in the negotiation and preparation of a letter of intent ("**LOI**") with the landlord for your Bambū shoppe. We will provide you a general workflow design or layout for the Franchised Location, typically after you have entered into the LOI for your Franchised Location and before you have signed the lease, provided that you have entered into the Franchise Agreement prior to signing the lease. We will also assist you in the review and negotiations of your lease, by providing you with recommendations and suggestions of lease terms. We must approve your LOI and lease prior to execution. We will provide you with additional consultation in relation to your final shoppe layout, equipment layout and mechanical drawings and other construction documents as we deem appropriate, and we must approve those documents before you submit them for permitting. Our involvement in the negotiation and approval of the lease and in our assistance with the construction documents for the Franchised Location does not constitute a recommendation, endorsement or guarantee by us of the suitability or profitability of the location or the lease, and you will need to take any additional steps necessary to ascertain whether such location and lease are acceptable to you.

Schedule for Opening

We estimate that the typical length of time between the date you sign the Franchise Agreement and the date your shoppe opens will be approximately three to 10 months based on our buildout requirements and delivery date of the premises by your landlord. The factors which may affect this time period are you locating a satisfactory site, complying with local ordinances and zoning, securing financing, and obtaining a lease, as well as the extent to which an existing location must be upgraded or remodeled, the delivery schedule for equipment, recruiting and hiring, purchasing products and supplies, and completing your

training. We will conduct a preassessment review of your shoppe approximately one to two weeks prior to your soft opening to determine if onsite training can be scheduled. You must obtain our prior written approval before opening the shoppe. You must open the shoppe no later than one year after signing the Franchise Agreement unless we determine that circumstances warrant granting you an extension of time. In our preassessment review, we will provide you with a written list of anything that must be done or changed before opening or promptly after opening. You will not be permitted to open the shoppe until you have furnished the shoppe, purchased inventory, fully stocked the shoppe with menu items, and trained your employees. We reserve the right to perform a further walk-through of the location for your shoppe after you notify us that you are ready to open for business, at which time we may issue additional requirements for compliance before opening. You are deemed to have commenced operations and opened at the time that you have complied with all pre-opening obligations in the Franchise Agreement and your Bambū shoppe is first open to any paying customers.

Training Program

Upon payment of the final installment of your Initial Franchise Fee, we will schedule your opening training program (the "**Training Program**"). Three individuals designated by you to assume primary responsibility for operating the Bambū shoppe and approved by us as "**Bambū Certified Team Leaders**," are required to attend and successfully complete to our satisfaction the Training Program, which is conducted in part by us at the Franchised Location. All individuals designated for Bambū Certified Team Leaders must attend and participate in the entire Training Program, including the onsite training program. Only individuals who will be serving as Bambū Certified Team Leaders, or the individual with full-time management responsibility for the Bambū shoppe, may attend our Training Program. The Training Program may include verbal, written, online, video conferencing or audiotaped classroom training and on-the-job training for the front and back of the shoppe (including, but not limited to, customer service, cooking, ingredients and drink preparation), and shoppe maintenance. If there are more than three individuals in the training Program, we may charge our then current additional training fee to train such additional persons. You are responsible for any and all traveling, lodging, and meal expenses, and wages incurred by you and your employees in connection with attendance at the Training Program. Training participants will not receive any compensation from us while attending Bambu's training.

The Training Program consists of approximately 88 hours over a combination of approximately 11 combined days of pre- and post-opening training and consultation, and seven days of opening training that will be scheduled to start after we have conducted a successful site review and pre-opening assessment. You must notify us when you have passed your Environmental Health Department Inspection, which typically takes place as the buildout of your Bambū shoppe nears completion or you have received other temporary rights to bring products and ingredients into the shoppe and are allowed to prepare food items, so we can schedule the opening training.

In addition to the opening training, and approximately two months prior to the estimated date of the opening training, you and one other designated Bambu Certified Team Leader must attend a two day pre-opening owner operations orientation and training program conducted at the Bambū shoppe located in Grand Prairie, Texas, or at an alternative location approved by us.

If we determine, in our sole reasonable discretion, that the individuals designated as your Bambū Certified Team Leaders are not able to operate the shoppe in accordance with our standards and specifications, we will require you to make any necessary changes and reschedule the Training Program. You will be required to pay us the cost of rescheduling including transportation, lodging and meals of our training staff.

We require at least one Bambū Certified Team Leader, which may be you, to be responsible for the management of your shoppe on a full-time basis. We charge a fee to train new Bambū Certified Team Leaders or re-train employees at your shoppe to ensure they are properly trained in our methods.

Our onboarding and the Training Program are conducted by Grant Bachman, our Chief Operating Officer, Tien Nguyen, our Director of Training, Minh Thu Nguyen, our Director of Franchise Relations, and Scott Bachman, our consultant and trainer. Grant Bachman joined us in 2022 and has over 11 years' experience in the field. Mr. Nguyen has worked for us since June 2019 and has 10 years' experience in the restaurant business. Ms. Nguyen joined us in April 2022 and has 11 years' experience in the field. Scott Bachman has worked for us since December 2014 and has over 30 years' experience in the field. Each of our personnel assisting with the onboarding and our Training Program has demonstrated to us satisfactory knowledge of the topics that they provide instruction for, has at least one year of experience in operating a Bambū shoppe and in training and opening Bambū shoppes that other people operate.

We currently provide the following Training Program to our franchisees on an as-needed basis:

Training Program

Column 1 Subject	Column 2 Hours of Classroom Instruction	Column 3 Hours of On- The-Job Training	Column 4 Location
Owner Orientation: Introduction to the Bambū mission & values, building-out, onboarding, training and opening schedule.	2	0	Location selected by us
Review of the Owner Operations Manual with focus on administration and operational best practices.	3	1	Location selected by us
Marketing & customer service best practices including the FRC, social media customer loyalty and rewards program.	2	1	Location selected by us
Technology & data: POS, internet, security, accounting, payroll systems, time tracking, and reporting.	1	3	Franchisee's shoppe or location selected by us
Inventory: Review and management of ingredients, supplies, ordering, distribution and local shopping.	1	3	Franchisee's shoppe or location selected by us
Equipment and Small wares: Review purpose, setup, maintenance, and shoppe organization.	1	4	Franchisee's shoppe or location selected by us
Ingredient Preparation: Review Recipe Guide and training on cooking, storage, labeling, and scheduling.	1	14	Franchisee's shoppe or location selected by us
Drink Preparation: Chè, smoothies, yogurts teas, coffee, juices, and waffles.	1	24	Franchisee's shoppe or location selected by us

Column 1 Subject	Column 2 Hours of Classroom Instruction	Column 3 Hours of On- The-Job Training	Column 4 Location
Sales and Service: Our menu, upselling, tipping practices, handling complaints and friends & family, and soft openings.	1	10	Franchisee's shoppe or location selected by us
Human Resources: Hiring best practices, compensation, job descriptions, and payroll processing.	1	2	Franchisee's shoppe or location selected by us
Follow-up opening visit with operations facility review. Certify qualified employees. Define areas of improvement.	2	10	Franchisee's shoppe
TOTAL	**16**	**72**	

We will make the Training Program available to additional or replacement Bambū Certified Team Leaders during the term of the Franchise Agreement at our then-published tuition rates as set forth in the Owner Operations Manual. This tuition is payable in advance. The availability of training for additional or replacement Bambū Certified Team Leaders is subject to prior commitments to new franchisees and is scheduled based on available space.

You or each of your Bambū Certified Team Leaders will need to also obtain food safety manager certification from ServSafe® National Restaurant Association ("**ServSafe®**") or from another food safety certification program approved by your state and local environmental and health requirements. We do not provide this training. You will be required to pay the fees associated with that training to the third-party provider.

We may require you or other designated employees to attend and satisfactorily complete various other training courses, including on-line training that we periodically choose to provide at times and locations that we designate. We will not require attendance at more than two of these courses, for more than a total of five days, during any calendar year. Besides attending these courses, you agree to attend an annual meeting of all Bambū franchise owners at a location we designate. Attendance at any annual convention will not be required for more than three days during any calendar year. You will be responsible for all costs and expenses associated with you and your employees attending any continued training and the annual convention, including all travel, meals and lodging costs and compensation for your employees. We will not charge a tuition or fee for participation in the additional training or convention unless you request or we require you or your employees to attend additional training specifically for you.

ITEM 12

TERRITORY

You may operate your shoppe and use the Marks and the Bambū system only at the Franchised Location which has been approved by us. You may not operate another Bambū shoppe at any site other than the Franchised Location without first obtaining our written consent, which will require you acquiring another franchise and entering into another franchise agreement, the terms of which may be materially different than the terms set forth in the Franchise Agreement attached to this Disclosure Document. We base our approval of your proposed Franchised Location on a variety of factors including the visibility and demographics of the proposed Franchised Location. See Item 11. If you execute your Franchise Agreement before you select and

we approve a site, we will designate a "**Designated Area**" within which you must find a Franchised Location. The designation of the Designated Area does not in any manner grant to you any continuing territorial rights in or to the Designated Area.

Your Franchise Agreement designates a geographic area ("**Protected Area**") in which we will not establish and operate, or franchise anyone else to establish and operate, other Bambū shoppes, except as described below. The Protected Area may be defined by a radius around the shoppe, zip code boundaries, street boundaries or similar designations. The placement of a shoppe and the designation of a Protected Area by us depends on various demographic and market conditions around a proposed Franchised Location, including density of population, number of competitors and other food uses in the market, site availability, traffic, access and growth potential.

The designation of your Franchised Location, Protected Area or, if applicable, Development Area, does not grant you the exclusive right to any particular market or customers. You may advertise your Bambū shoppe in any geographic area and you may serve all customers who enter your shoppe, subject to reasonable restrictions and policies as we may place on your activities which may include restrictions and policies regarding: (1) electronic advertising (including Internet advertising); (2) the content, methods, media and means used to advertise, market and promote your shoppe; and (3) limitations on advertising, marketing or conducting business in areas outside of your Protected Area. Other Bambū franchisees have the same rights to conduct advertising anywhere and provide programs and products to all persons who enter their shoppes, subject to any restrictions set forth in our FRC Materials. You may not use other channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing to make sales outside of your Protected Area without our prior written consent.

You may not change the location of your Franchised Location or your Protected Area without our written consent before making the change. Upon our approval of your new location, you must also pay us a relocation fee of $15,000. We will base our approval of your new location on the same variety of factors as your initial proposed Franchised Location. Upon payment of the relocation fee, we will provide you similar new Bambū shoppe operations support, including two site visits and three days of additional training support as determined by us. If you close your existing Bambū shoppe while you are relocating it, you will continue to be responsible for Royalty Fee payments during the closure period, although we will waive the Marketing and Technology Fee until your relocated Bambū shoppe has opened. Unless you sign a MUD Agreement, described below, and except as described below related to Drive-thru shoppes (defined below) in your Protected Area, you have no option, right of first refusal or similar contractual right to acquire additional Bambū franchises. We reserve the right, in our sole discretion, to offer an existing franchisee the first right to purchase an additional franchise in the market area adjacent to that served by the franchisee's existing Franchised Location. Continuation of your rights to the Protected Area is not dependent on achieving a certain sales volume, market penetration or other contingency.

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.

Under the terms of the MUD Agreement, we grant to you the right to establish, according to a schedule, a set number of Bambū shoppes that you and we agree upon within a larger geographical territory ("**Development Area**"). A Development Area is usually defined by street boundaries, city, county or state limits or by other reasonable boundaries. The number of Bambū shoppes to be developed may be adjusted depending on demographics and other characteristics of a Development Area, including population density, income and other characteristics of the surrounding area, natural boundaries, extent of competition and whether the proposed Development Area is urban, suburban or rural in nature. You do not have a right of first refusal or similar contractual right to acquire additional Bambū franchises in contiguous areas. Except as described below, we may not establish or franchise any other person or entity to establish Bambū shoppes

using the Marks and Bambū system within the Development Area for so long as the MUD Agreement is in effect. However, nothing in the MUD Agreement prevents, prohibits, or otherwise restricts at any time the operation of any Bambū shoppes in the Development Area which are operated under any existing franchise agreements, or the grant of successor franchise rights related to those existing franchise agreements.

The continuation of your right to your Development Area during the term of the MUD Agreement is dependent on you meeting the Development Schedule in the agreement. The Development Schedule requires you to open and continuously operate at least a certain number of Bambū shoppes in the Development Area by certain deadlines. Failure to meet the Development Schedule may result in the termination of your development rights. The termination of your MUD Agreement solely for a failure to meet the Development Schedule will not terminate or affect your rights or obligations under any franchise agreements entered into between you and us prior to the date of termination of the MUD Agreement. Each shoppe opened under a MUD Agreement is subject to the terms and conditions of the franchise agreement entered into for that shoppe as discussed above. You do not receive an exclusive territory under the MUD Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

We, our affiliates and successors retain the following rights, among others, without payment of compensation to you, under the Franchise Agreement and MUD Agreement:

1. To use and to license others to use, the Marks and Bambū system in connection with the operation of a Bambū shoppe, at any location other than the Protected Area and, if applicable, within your Development Area;

2. To use the Marks to identify any type of products and services, promotional and marketing efforts or related items, and to identify products and services distributed or otherwise made available through alternative channels of distribution (other than Bambū shoppes), at any location, including sales through channels such as retail or wholesale distribution, Internet marketing and distribution, social media marketing, mail order, catalog, retail store display, or made-to-order or pre-packaged product sales in grocery stores;

3. To use and license the use of different proprietary marks or methods (for example, if we acquire or are acquired by another business that provides products and services similar to or the same as a shoppe) in connection with the sale of products and services similar to or the same as those which you sell, whether in alternative channels of distribution or through owning, developing, operating or franchising stores which are the same as, or similar to, or different from Bambū shoppes, at any location, and on any terms and conditions as we determine, although we have no present plans to do so;

4. To use and to license others to use the Marks and Bambū system to establish restaurants similar to Bambū shoppes that service walkup and drive-thru customers but without indoor seating (a "**Drive-thru shoppe**"), at any location, including in your Protected Area and, if applicable, in your Development Area; provided that if we desire to open or permit someone else to open a Drive-thru shoppe in your Protected Area or Development Area, we will give you a right of first refusal to participate in the Drive-thru shoppe with either partial or whole ownership thereof;

5. To use and license others to use the Marks and Bambū system to establish shoppes at Institutional Facilities at any location, including in your Protected Area and, if applicable, in your Development Area. "**Institutional Facilities**" means outlets that serve primarily customers located within a captive facility, such as parks charging admission, stadiums, amusement parks, theaters, art centers, airports, transportation facilities, department stores, business and industrial complexes, museums, educational facilities, hospitals, military complexes, buyer club facilities, casinos, resorts, hotels and convention centers; and

6. To engage in any other activities not expressly prohibited in the Franchise Agreement or MUD Agreement, if applicable, including operating or granting any third party the right to operate, any Bambū shoppe that we or our designees acquire as a result of the exercise of a right of first refusal or purchase right that we may have been granted at any location. We have no present plans to establish other related franchises or company-owned businesses selling similar products or services under a different name or trademark, although, as just stated, we reserve the right to do so.

ITEM 13

TRADEMARKS

We license to you the nonexclusive right to use the Marks, including the following trademarks that are registered on the Principal Register of the United States Patent and Trademark Office ("**USPTO**"):

Mark	Registration No.	Registration Date
BAMBŪ	Reg. No. 5,321,756	October 31, 2017
BAMBU	Reg. No. 4,792,688	August 18, 2015
	Reg. No. 5,321,760	October 31, 2017
YONAMI	Reg. No. 7,534,752	October 15, 2024

In addition to those Marks listed above, we claim common law service or trademark rights to a number of other words, phrases, or designs that you may use in your Bambū shoppe. The following statements apply solely to any unregistered trademarks and service marks: We do not have a federal registration for these trademarks. Therefore these trademarks do not have as many legal benefits and rights as federally registered trademarks. If our right to use these trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

You must use the mark "BAMBŪ" as the principal identification of your Bambū shoppe. You must also identify yourself as an independent owner of the shoppe, however, in the manner as we may require. You may not use any of the Marks or words that are confusingly similar to the Mark as part of any corporate or trade name or with any prefix to identify unauthorized services or products or in any other manner not expressly authorized in writing by us. Except as permitted in the FRC Materials, you may not use any of the Marks as part of an electronic mail address or on any sites on the Internet and you may not use or register any of the Marks as part of a domain name on the Internet. You must modify or discontinue your use of the Marks if we require modification or discontinuance, at your own expense.

As of the date of this Disclosure Document, there are no presently effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, any pending infringement, opposition or cancellation proceedings or material litigation involving the Marks.

We have filed all required affidavits for the registered Marks. The registrations for the above listed Marks have been renewed as necessary to keep these registrations in effect. We intend to continue to renew our Mark registrations at the appropriate time.

No agreements limit our right to use or license the use of the Marks.

You should bring any uses of names or marks confusingly similar to the Marks to our attention immediately.

We are aware of other businesses that use names similar to the Marks in certain areas. Some of these other businesses have federally registered trademarks covering similar goods and services such as restaurants and coffee products. As a result, there may be superior prior rights or infringing uses that could materially affect the use of the Marks in certain areas. We strongly urge you to research this possibility, using telephone directories, local filings and other means, before you sign the Franchise Agreement or any other documents related to your business, or expending or paying any sums or making any commitments concerning your business. If you fail to do so, you may be at risk.

The Franchise Agreement does not obligate us to protect you against claims of infringement or unfair competition with respect to your use of the Marks. We reserve the right, in our sole discretion, to take any actions that we deem necessary or appropriate to protect the Marks. We pay all costs, including attorneys' fees and court costs, associated with any litigation we decide to commence or defend on your behalf to protect the marks and your right to use them. You must cooperate with us in any litigation. Any apparent infringement of or challenge to your use of any Mark should be brought to our attention immediately and you may not communicate with any person other than us or our counsel regarding any such matter. You may not settle any claim without our written consent. We have sole discretion to take any appropriate action. We have the right to control exclusively any litigation, USPTO proceeding or any other administrative proceeding arising out of any infringement, challenge or claim relating to any Mark.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents or copyright registrations or any pending patent or copyright applications which are material to the franchise. We consider our FRC Materials and related materials, training materials, drink and food item preparation information, ingredients and cooking recipes, menus, food preparation techniques and methods, customer and loyalty member lists, our Bambū system and any program that we develop as our proprietary and confidential property. They may be used by you only as described in the Franchise Agreement. You must maintain the confidentiality of our proprietary information and adopt reasonable procedures to safeguard our written materials and prevent unauthorized disclosure of our trade secrets and proprietary information, such as requiring that you enter into a nondisclosure and noncompetition agreement with each of your employees. Although we have not obtained a copyright registration, we own the copyright in our FRC Materials, training materials, advertising materials and other works.

We may, in our discretion, require you and each of your officers, partners, directors, beneficial owners and employees who become aware of or have access to our confidential information, and their immediate family members, to execute our Nondisclosure and Noncompetition Agreement in the form attached to this Disclosure Document as Exhibit C. You must provide us with a copy of each Nondisclosure and Noncompetition Agreement at the time it is signed and upon our request.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are not required to participate personally in the direct day-to-day management and/or operation of your shoppe. However, at all times during the term of your Franchise Agreement, you must have at least three designated Bambū Certified Team Leaders, one of which may be you, who are responsible for the supervision and management of your Bambū shoppe. One of your Bambū Certified Team Leaders must be available at all times to be at the Bambū shoppe upon our demand. At least one of your Bambū Certified Team Leaders may not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility or time commitment, or otherwise may conflict with his or her obligations to operate and manage the shoppe. We do not require that the Bambū Certified Team Leaders have an equity interest in the shoppe. If you sign a MUD Agreement, or if you otherwise acquire and operate multiple Bambū shoppes, you must designate at least one Bambū Certified Team Leader to be responsible on a full-time basis for the supervision and management of each shoppe that you operate. The Bambū Certified Team Leader shall assign one or more qualified employees ("**Shift Leaders**"), one of whom must be present at the shoppe during all operating hours when a Bambū Certified Team Leader is not present. Shift Leaders may be part-time employees.

You or a Bambū Certified Team Leader are responsible for recruiting, appointing, hiring, firing, and supervising your employees, independent agents, and other Bambū Certified Team Leaders. You are solely responsible for implementing training and other programs for your employees and agents related to the legal, safe, and proper performance of their work, regardless of the fact that we may provide advice, suggestions, and certain training programs. Such training shall be under the specifications and standards described in the manuals or otherwise in writing by us. The advice, suggestions, and training we provide are to protect our brand and the Marks and to set best practices as to day-to-day operation of your Bambū shoppe. You will have sole authority and control over the day-to-day operations of the Bambū shoppe and its employees and other representatives. Prior to opening your shoppe, and at all times during the term of your Franchise Agreement, you and all Bambū Certified Team Leaders must be certified by ServSafe® or another food safety certification program approved by your local Health Department, and must obtain a Food Manager Certificate, at your own cost, which is paid to the third party provider.

You and each of your officers, directors, shareholders, partners and members may be required to sign an agreement (Attachment II to Franchise Agreement) personally guaranteeing and agreeing to perform all obligations of the franchisee under the Franchise Agreement.

Except as stated, we make no other recommendations and have no requirements regarding employment or other written agreements between you and your employees.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer and sell only those products and services approved by us and may not use your shoppe or the Franchised Location for any purposes other than the operation of a Bambū shoppe. You may not fill "wholesale orders" selling products or programs on- or off-premises, by mail order or through catalogs or the Internet, or transship or reship products. You may offer catering or utilize third-party app delivery and other online delivery programs, in accordance with our standards and specifications for these programs. You must sell all of the products and services approved by us. You must comply with our quality, compliance, and operations standards and specifications. You must prepare all of the drinks sold at your Bambū shoppe in

accordance with our recipes and using the ingredients we approve. You must comply with the terms of any mandatory ingredient or product recall promptly upon receipt of notice from us of such recall. We have the right to change or supplement the types of authorized products and services, including reducing or adding menu items, or implementing new programs. There are no limits on our right to do so.

Other than the above, there are no restrictions on goods or services offered by you or on the customers to whom you may sell.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the Franchise Agreement and related agreements attached to this Disclosure Document.

Provision	Section in Franchise Agreement or Multi-Unit Development Agreement	Summary
(a) Length of the franchise term	Section 18.1 of Franchise Agreement ("**FA**"); Section 4.1 of Multi-Unit Development Agreement ("**MUDA**")	10 years for the Franchise Agreement. For the MUD Agreement, the term extends until the earlier of the date that you sign the Franchise Agreement for the final Bambū shoppe to be developed under the MUD Agreement or the deadline in the development schedule for signing that Franchise Agreement.
(b) Renewal or extension of the term	Sections 18.3 and 18.4 of FA	If you meet certain criteria, you may acquire successor franchise rights for the term stated in the then current Franchise Agreement.
(c) Requirements for franchisee to renew or extend	Section 18.3 of FA	Provide notice to us, no more than 3 defaults, remodel shoppe, attend additional training, pay fee, sign new agreement and a Successor Franchise Rider in the form attached as Exhibit E containing a release. If you seek to acquire successor franchise rights, you may be required to sign a contract with materially different terms and conditions than your original contract.
(d) Termination by franchisee	Section 4.2 of MUDA	For the Franchise Agreement: Not applicable. For the MUD Agreement: You may terminate for any reason upon 60 days' notice. (Subject to state law.)
(e) Termination by franchisor without cause	Not applicable	Not applicable
(f) Termination by franchisor with cause	Sections 19.1 and 19.2 of FA; Sections 4.3 and 4.4 of MUDA	We can terminate only if you commit any one of several listed violations.

Provision	Section in Franchise Agreement or Multi-Unit Development Agreement	Summary
(g) "Cause" defined-curable defaults	Sections 19.1 and 19.2 of FA; Section 4.3 of MUDA	For the Franchise Agreement: 48 hours for misuse of the Marks, purchases from unapproved suppliers, or other failures to comply with FRC Materials or other standards, 5 days for monetary defaults, 7 days for filing of a legal action in violation of the dispute resolution terms in the Franchise Agreement, and generally 30 days for other defaults. For the Development Agreement: 30 days' notice for breach. If we provide you with a notice of default, we and our affiliates may suspend services to you until each default is cured.
(h) "Cause" defined-non-curable defaults	Section 19.1 of FA	For the Franchise Agreement: Unauthorized disclosure, conviction of a crime, abandonment, no Bambū Certified Team Leaders are present at or available to be at the Bambū shoppe for three consecutive days, unapproved transfers, bankruptcy[1], assignment for benefit of creditors, unsatisfied judgments, levy, foreclosure, repeated violations, violate restrictive covenants, two insufficient funds checks, health and safety, misrepresentations, sexual harassment or discrimination, breach of other agreements between us or any of our affiliates and you or any of your affiliates, guaranty becomes unenforceable or inadequate, you become subject to the PATRIOT Act.
(i) Franchisee's obligations on termination/non-renewal	Sections 19.3 and 19.4 of FA; Section 4.5 of MUDA	Pay outstanding amounts; pay an amount equal to the monthly Royalty Fees due over the remaining term under the Franchise Agreement if terminated due to your default; de-identification of shoppe; return of confidential information and POS System; covenant not to compete (see also o. and r. below); others.
(j) Assignment of contract by franchisor	Section 17.6 of FA; Section 5.1 of MUDA	No restriction on our right to assign.
(k) "Transfer" by franchisee – defined	Section 17.1 of FA; Section 5.2 of MUDA	Includes transfer of franchise agreement or shoppe, any change in ownership of franchisee entity, or the transfer of the assets of the shoppe.
(l) Franchisor approval of transfer by franchisee	Sections 17.3 and 17.8 of FA; Section 5.2 of MUDA	We have the right to approve all transfers, we may not unreasonably withhold our consent. We have the right to approve any public or private offering.

Provision	Section in Franchise Agreement or Multi-Unit Development Agreement	Summary
(m) Conditions for franchisor approval of transfer	Sections 17.2 and 17.8 of FA; Sections 5.2 and 5.3 of MUDA	For the Franchise Agreement: The following conditions will apply: Timely notice to us, transferee qualifies, all amounts due are paid in full and any defaults cured, transferee completes and pays our current rate for any training that we require, transfer fee paid, then current contract signed (which may contain terms and conditions materially different from the original Franchise Agreement), franchisee signs general release, noncompetition covenant, if requested upgrade shoppe, transferor remains liable. Review of public or private offering materials. For the MUD Agreement: The following conditions will apply in addition to those listed above: Fee for each undeveloped Bambū shoppe paid.
(n) Franchisor's right of first refusal to acquire franchisee's business	Section 17.4 of FA; Section 5.4 of MUDA	For a 30 day period, we have the right to match third party offer.
(o) Franchisor's option to purchase franchisee's business	Section 19.3	We may buy your Bambū shoppe or a portion of the assets of the Bambū shoppe upon termination or non-renewal.
(p) Death or disability of franchisee	Section 17.7 of FA	Franchise must be assigned to approved buyer within 180 days.
(q) Non-competition covenants during the term of the franchise	Section 21.1 of FA; Section 6.1 of MUDA	No involvement in competing business and no diversion of customers or employees (subject to applicable state law).
(r) Non-competition covenants after the franchise is terminated or expires	Section 21.2 of FA; Section 6.1 of MUDA	No competing business for 2 years within 10 miles of your shoppe or any other Bambū shoppe (subject to applicable state law).
(s) Modification of the agreement	Section 24.1 of FA; Section 8.5 of MUDA	The FRC Materials are subject to change. The Franchise Agreement may be modified by a writing signed by both parties or, at our option, upon approval of 75% of our franchisees affected by the modification. Unless prohibited by law or waived by us, you must provide a general release of all claims against us if you request and we consent to modify any provisions of the Franchise Agreement after it has been signed. The MUD Agreement may be modified only by a writing signed by both parties.
(t) Integration/merger clause	Section 24.2 of FA; Section 8.6 of MUDA	Only terms of Franchise Agreement or MUD Agreement are binding (subject to state law). Any promises outside this Disclosure Document, the Franchise Agreement or the MUD Agreement may not be enforceable. No provision in the Franchise Agreement or the MUD Agreement is intended to disclaim representations made in this Disclosure Document.

Provision	Section in Franchise Agreement or Multi-Unit Development Agreement	Summary
(u) Dispute resolution by arbitration or mediation	Article 23 of FA; Section 8.1 of MUDA	Arbitration or litigation in Denver, Colorado (subject to state law).
(v) Choice of forum	Article 23 of FA; Section 8.1 of MUDA	Arbitration or litigation in Denver, Colorado. You and we agree to waive our rights to a jury. (Subject to applicable state law.)
(w) Choice of law	Section 23.5 of FA; Section 8.1 of MUDA	Colorado law applies. The Colorado Consumer Protection Act does not apply. (Subject to applicable state law.)

[1] This provision may not be enforceable under federal bankruptcy law.

ITEM 18

PUBLIC FIGURES

There is no compensation or other benefit given or promised to any public figure arising from either the use of the public figure in the name or symbol of the franchise or the endorsement or recommendation of the franchise by the public figure in advertisements. There are no public figures involved in our management.

The Franchise Agreement does not prohibit you from using the name of a public figure or celebrity in your promotional efforts or advertising; however, the use of a public figure in any promotional efforts or advertising requires our prior approval.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Marc Geman at 7700 E. Arapahoe Rd., Suite 300, Centennial, Colorado 80112, (303) 808-9393, the Federal Trade Commission, and the appropriate state regulatory agencies.

[CONTINUED ON FOLLOWING PAGE]

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

ITEM 20 TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2023 TO 2025[1]

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2023	61	69	+8
	2024	69	60	-9
	2025	60	52	-8
Company Owned[2]	2023	1	0	-1
	2024	0	0	0
	2025	0	0	0
Total Outlets	**2023**	**62**	**69**	**+7**
	2024	**69**	**60**	**-9**
	2025	**60**	**52**	**-8**

(1) Each year period begins on January 1 and ends on December 31.

(2) Store owned and operated by our affiliate Drinks of Denver. We do not directly own or operate any Bambū shoppes.

ITEM 20 TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR)
FOR YEARS 2023 TO 2025[1]

Column 1 State	Column 2 Year	Column 3 Number of Transfers
California	2023	0
	2024	1
	2025	0
Illinois	2023	0
	2024	1
	2025	0
Kansas	2023	1
	2024	0
	2025	0
Michigan	2023	2
	2024	0
	2025	1
New Jersey	2023	0
	2024	0
	2025	1
Washington	2023	0
	2024	0
	2025	1

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Wisconsin	2023	0
	2024	0
	2025	1
Totals	**2023**	**3**
	2024	**2**
	2025	**4**

(1) Each year period begins on January 1 and ends on December 31.

ITEM 20 TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2023 TO 2025(1)

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of Year
United States								
California	2023	17	3	0	0	0	1	19
	2024	19	0	0	0	0	3(2)	16
	2025	16	1	0	0	0	0	17
Colorado	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	1	1
	2025	1	0	0	0	0	1(3)	0
Florida	2023	3	0	1	0	0	0	2
	2024	2	0	0	0	0	1	1
	2025	1	1	0	0	0	1	1
Illinois	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Indiana	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Kansas	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	1	0
	2025	0	0	0	0	0	0	0
Kentucky	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	1	0
Louisiana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Maryland	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Massachusetts	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of Year
Michigan	2023	6	1	0	0	0	0	7
	2024	7	0	0	0	0	2[(2)]	5
	2025	5	1[(2)]	0	0	0	1	5
Minnesota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Mississippi	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nevada	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	2	0
New Jersey	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
New York	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	2	0
North Carolina	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	1	1
Ohio	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	1	0
Oregon	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Pennsylvania	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	1	1
Texas	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	1	0	0	0	1	5
Utah	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	1	0
	2025	0	0	0	0	0	0	0
Virginia	2023	2	2	0	0	0	1	3
	2024	3	0	0	0	0	2[(2)]	1
	2025	1	0	0	0	0	0	1
Washington	2023	5	0	0	0	0	1	4
	2024	4	0	0	0	0	1	3
	2025	3	0	0	0	0	1	2
Wisconsin	2023	2	2	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
U.S. Totals	**2023**	**57**	**13**	**1**	**0**	**0**	**4**	**65**
	2024	**65**	**3**	**0**	**0**	**0**	**12**	**56**
	2025	**56**	**5**	**0**	**0**	**0**	**13**	**48**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of Year
International								
Canada	2023	3	0	0	0	0	1	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
The Philippines	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Totals	**2023**	**61**	**14**	**1**	**0**	**0**	**5**	**69**
	2024	**69**	**3**	**0**	**0**	**0**	**12**	**60**
	2025	**60**	**5**	**0**	**0**	**0**	**13**	**52**

(1) Each year period begins on January 1 and ends on December 31.

(2) In 2024, one franchisee in California, two franchisees in Michigan, and one franchisee in Virginia closed their Bambū shoppes to relocate to different locations, with plans to reopen in 2025. The California franchisee did not reopen and was ultimately terminated in 2025. That franchisee is included on the list of franchisees that left the system attached as Exhibit I to this Disclosure Document. In Michigan, one of the two franchisees reopened and is shown in the "Outlets Opened" column in Michigan in 2025 while the other remains unopened. Both are included on the list of franchisees attached as Exhibit H to this Disclosure Document, but the unopened outlet is separately listed on the list of franchisees that have signed Franchise Agreements but not yet opened. The franchisee in Virginia has not yet reopened, and is shown in Exhibit H with the franchisees that have signed Franchise Agreements but not yet opened.

(3) In 2025, a franchisee in Colorado closed its Bambū shoppe to relocate to a different location, but has reopened or plans to reopen in 2026. This temporary closure has not resulted in any franchisee leaving the system in 2025, and this franchisee is instead shown on the list of franchisees that have signed Franchise Agreements but not yet opened for business in Exhibit H.

ITEM 20 TABLE NO. 4
STATUS OF COMPANY/AFFILIATE-OWNED OUTLETS
FOR YEARS 2023 TO 2025[(1)(2)]

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Colorado	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Totals	**2023**	**1**	**0**	**0**	**0**	**1**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**
	2025	**0**	**0**	**0**	**0**	**0**	**0**

(1) Each year period begins on January 1 and ends on December 31.

(2) Store owned and operated by our affiliate Drinks of Denver and was used as a test drive-thru model. We do not directly own or operate any Bambū shoppes.

ITEM 20 TABLE NO. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2025

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
United States			
Arizona	1	1	0
California	2	2	0
Colorado	2	1	0
Florida	1	0	0
Illinois	1	0	0
Kansas	1	1	0
Louisiana	2	0	0
Michigan	1	1	0
Texas	1	0	0
Virginia	1	0	0
Wisconsin	1	1	0
United States Totals	**14**	**7**	**0**
International			
Canada	1	0	0
TOTALS	**15**	**7**	**0**

A list of the names of all franchisees and the addresses and telephone numbers of their shoppes are listed in Exhibit H attached to this Disclosure Document. A list of the name, city, state, and telephone number (or, if unknown, the last known home telephone number) of every franchisee who has had a shoppe terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the last fiscal year or who has not communicated with us within 10 weeks of the date of this Disclosure Document is listed on Exhibit I attached to this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Some franchisees have signed confidentiality clauses during the last three fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us or the Bambū franchise system. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you.

No independent franchisee organizations have asked to be included in this Disclosure Document. As of the date of this Disclosure Document, there are no trademark-specific franchisee organizations associated with the franchise system that have been created, sponsored or endorsed by us.

ITEM 21

FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit J are our audited financial statements as of December 31, 2025, December 31, 2024, and December 31, 2023. Our fiscal year end is December 31st.

ITEM 22

CONTRACTS

Attached to this Disclosure Document are the following franchise-related contracts:

Exhibit A	Franchise Agreement
Exhibit B	Multi-Unit Development Agreement
Exhibit C	Nondisclosure and Noncompetition Agreement
Exhibit D	Closing Acknowledgment
Exhibit E	Successor Franchise Rider to Franchise Agreement

ITEM 23

RECEIPTS

The last page of the Disclosure Document (following the exhibits and attachments) is a document acknowledging receipt of the Disclosure Document by you (one copy for you and one copy to be signed and returned to us).

EXHIBIT A
(TO DISCLOSURE DOCUMENT)

BAMBU FRANCHISING LLC
FRANCHISE AGREEMENT

Franchisee:_____
Date:_____
Franchised Location:_____

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ATTACHMENTS
I. Addendum to Franchise Agreement
II. Guaranty and Assumption of Franchisee's Obligations
III. Statement of Ownership
IV. Riders to Franchise Agreement for Specific States or Provinces

BAMBU FRANCHISING LLC
FRANCHISE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made effective as of the date set forth on the signature page hereof, by and between **BAMBU FRANCHISING LLC**, a Colorado limited liability company, located at 7700 E. Arapahoe Rd., Suite 300, Centennial, Colorado 80112 ("**Bambu**") and the franchisee named on the signature page of this Agreement (the "**Franchisee**"), who, on the basis of the following understandings and agreements, agree as follows:

1. PURPOSE

1.1 Bambu has developed methods for establishing, operating and promoting fast casual beverage businesses featuring freshly made Vietnamese dessert drinks (Chè), Vietnamese style coffee drinks (Cà Phê), Vietnamese style blended yogurts (Yonami), Asian-inspired teas (including Taiwanese bubble tea), and real fruit smoothies (Sinh Tố), with freshly made tapioca boba, house-prepared proprietary ingredients, and a wide-variety of drink toppings, along with mochi waffles and other complementary snack, food and dessert items ("**Bambū shoppes**" or "**shoppes**") which use the mark "BAMBŪ®" and related service marks, trade names and trademarks ("**Marks**") and Bambu's proprietary methods of doing business ("**Bambū system**").

1.2 Bambu grants the right to others to develop and operate Bambū shoppes under the Marks and pursuant to the Bambū system.

1.3 Franchisee desires to establish a Bambū shoppe at a location identified herein or to be later identified, and Bambu desires to grant Franchisee the right to operate a Bambū shoppe at such location under the terms and conditions which are contained in this Agreement.

2. GRANT OF FRANCHISE

2.1 **Grant of Franchise**. Bambu grants to Franchisee, and Franchisee accepts from Bambu, the right to use the Marks and Bambū system in connection with the establishment and operation of one Bambū shoppe, at the location described in Article 3 of this Agreement. Franchisee agrees to use the Marks and Bambū system, as they may be changed, improved, and further developed by Bambu from time to time, only in accordance with the terms and conditions of this Agreement.

2.2 **Scope of Franchise Operations**. Franchisee shall at all times comply with Franchisee's obligations hereunder and shall continuously use best efforts to promote and operate the Bambū shoppe. Franchisee shall utilize the Marks and Bambū system to operate all aspects of the business franchised hereunder in accordance with the methods and systems developed and prescribed from time to time by Bambu, all of which are a part of the Bambū system. Franchisee's Bambū shoppe shall offer all products and services as Bambu designates and shall be restricted from offering or selling any products and services not previously approved by Bambu in writing. If Franchisee is a corporation, partnership, limited liability company or other entity, Franchisee shall not engage in any business other than the operation of a Bambū shoppe.

3. FRANCHISED LOCATION AND TERRITORIAL RIGHTS

3.1 **Franchised Location**. Franchisee is granted the right and franchise to own and operate a Bambū shoppe at the address and location which shall be set forth in Attachment I, attached to this Agreement ("**Franchised Location**"). If, at the time of execution of this Agreement, the Franchised Location cannot be designated as a specific address because a location has not been selected and approved, then Franchisee

shall promptly take steps to choose and acquire a location for its Bambū shoppe within the "**Designated Area**," set forth in Attachment I. In such circumstances, Franchisee shall select and propose to Bambu for Bambu's prior written approval a specific location for the Franchised Location which, once approved by Bambu, shall then be described in the rider to Attachment I.

3.2 Protected Area. Subject to Bambu's reservation of rights described in Section 3.4 below, Bambu shall not establish and operate, or franchise another person or entity to establish and operate, a Bambū shoppe within the geographic area described in Attachment I, attached hereto (the "**Protected Area**"). However, nothing in this Agreement restricts any Bambu-owned or franchised Bambū shoppes from advertising in, or soliciting customers from, Franchisee's Protected Area. Franchisee does not have exclusive rights to the customers in its Protected Area.

3.3 Limitation on Franchise Rights. The rights that are granted to Franchisee are for the specific Franchised Location and Protected Area and cannot be transferred to an alternative Franchised Location and Protected Area, or any other location, without the prior written approval of Bambu, which approval may be withheld for any reason, in Bambu's sole discretion. Franchisee shall not operate another shoppe, offer products or services which are part of the Bambū system at any site other than the Franchised Location, fill wholesale orders, sell products or services by mail order or through catalogs or the Internet, offer products or services at temporary venues, transship or reship products, or offer any other type of off-site service or sale of products. Franchisee may offer catering or utility third party app delivery or other online delivery programs only in compliance with Bambu's standards and specifications for offering such programs.

3.4 Bambu's Reservation of Rights. Franchisee acknowledges that its franchise rights as granted are non-exclusive and that Bambu, for itself, its affiliates and successors, retains the rights, among others and without payment of compensation to Franchisee:

a. to use, and to license others to use, the Marks and Bambū system in connection with the operation of a Bambū shoppe, at any location other than within the Protected Area;

b. to use the Marks to identify any type of products and services, promotional and marketing efforts or related items, and to identify products and services distributed or otherwise made available through alternative channels of distribution (other than Bambū shoppes), at any location, and on any terms and conditions as Bambu determines including, but not limited to, sales through channels such as wholesale or retail distribution, Internet marketing and distribution, social media marketing, mail order, catalog, retail store display, or made-to-order or pre-packaged product sales in grocery stores, at any location;

c. to use and license the use of different proprietary marks or methods (for example, if Bambu acquires or is acquired by another business that provides products and services similar to or the same as a shoppe) in connection with the sale of products and services similar to or the same as those which Franchisee sells, whether in alternative channels of distribution or through owning, developing, operating or franchising stores which are the same as, or similar to, or different from Bambū shoppes, at any location, and on any terms and conditions as determined by Bambu;

d. to use and to license others to use the Marks and Bambū system to establish restaurants similar to Bambū shoppes that service walkup and drive-thru customers but without indoor seating (a "**Drive-thru shoppe**"), at any location, including in Franchisee's Protected Area; provided that if Bambu desires to open or permit someone else to open a Drive-thru shoppe in Franchisee's Protected Area, Bambu will give Franchisee a right of first refusal to participate in the Drive-thru shoppe with either partial or whole ownership thereof;

e. to use and license others to use the Marks and Bambū system to establish shoppes at Institutional Facilities at any location. "**Institutional Facilities**" means outlets that serve primarily customers located within a captive facility, such as parks charging admission, stadiums, amusement parks, theaters, art centers, airports, transportation facilities, department stores, business and industrial complexes, museums, educational facilities, hospitals, military complexes, buyer club facilities, casinos, resorts, hotels, and convention centers. Bambu, on behalf of itself, its affiliates and designees, reserves the right to contract with Institutional Facilities to develop and operate shoppes within these facilities; and

f. to engage in any other activities not expressly prohibited under the terms of this Agreement, including but not limited to, operating or granting any third party a right to operate any shoppe that Bambu or its designees have acquired as a result of a purchase right that Bambu may have by separate agreement at any location.

4. INITIAL FRANCHISE FEE

4.1 **Initial Franchise Fee**. In consideration for the right to develop and operate one Bambū shoppe, Franchisee shall pay to Bambu the initial franchise fee ("**Initial Franchise Fee**") in the amounts and at the times set forth in Attachment I. Franchisee acknowledges that the entire Initial Franchise Fee represents payment for the initial grant of the rights to use the Marks and Bambū system, and for the initial services provided by Bambu to Franchisee, and that Bambu has earned the Initial Franchise Fee upon execution of this Agreement, and that the fee is under no circumstances refundable to Franchisee, unless otherwise specifically set forth in this Agreement.

5. DEVELOPMENT OF FRANCHISED LOCATION

5.1 **Approval of Franchised Location**. Franchisee shall locate, within 90 days after the date of execution of this Agreement, a Franchised Location which is suitable for the operation of the Bambū shoppe and have it accepted by Bambu, provided that Bambu may extend this deadline in the event that Franchisee is making a diligent effort in obtaining a Franchised Location, as determined by Bambu in its discretion. Franchisee shall seek Bambu's approval of any site proposed as a Franchised Location, by submitting such site submittal information, including the address, site plan, terms sheet, and demographics and other reasonable materials requested by Bambu. Franchisee acknowledges and agrees that Bambu's review and acceptance of a site and any information provided by Bambu regarding the site does not constitute a representation or warranty of any kind, express or implied, as to the suitability of the site for a Bambū shoppe. If Bambu disapproves of any site proposed by Franchisee, Bambu will grant Franchisee an additional, reasonable period of time to obtain approval of a Franchised Location, as may be determined in Bambu's sole but reasonable business judgment.

5.2 **Approval of Site Acquisition or Lease**. Bambu will provide Franchisee assistance with the negotiation and review of a letter of intent for the lease, and the lease, for the Franchised Location, as Bambu determines appropriate in its discretion. Bambu's assistance will include suggestions and recommendations concerning the terms and conditions of the letter of intent and lease provisions. It ultimately is the responsibility of Franchisee to negotiate and accept the final terms of the lease and related documents. Franchisee must obtain Bambu's prior written approval before executing any letter of intent or lease for the Franchised Location. If Franchisee leases the Franchised Location, Franchisee shall ensure that the lease for the Franchised Location contains a use clause approved by Bambu and signage criteria that provides for adequate branding of the Bambū shoppe. While Bambu's assistance may include recommendations to protect Franchisee under the terms of the lease, Franchisee acknowledges that Bambu's involvement in the negotiation or approval of a lease for the Franchised Location is primarily for Bambu's benefit only and does not constitute a recommendation, endorsement or guarantee by Bambu of the suitability or profitability of the location, the lease. Franchisee should take all steps necessary to

ascertain whether such location and lease are acceptable to Franchisee, which may include engaging its own legal counsel to review the letter of intent and lease. Franchisee shall deliver a copy of the signed lease, sublease, or other proof of occupancy for the Franchised Location to Bambu within 15 days of its execution. Franchisee shall notify Bambu when it takes possession of the Franchised Location.

5.3 Construction, Conversion and Design.

a. Once a lease is signed, Franchisee will need to obtain permits and begin construction of the shoppe as quickly as possible. Franchisee shall retain an architect and general contractor at or before the lease is signed. Franchisee must obtain Bambu's prior written consent of its architect and general contractor. Bambu will not withhold its approval of the architectural firm or general contractor provided they can demonstrate they have sufficient expertise in commercial retail design work to ensure that the plans, approvals and permits are obtained and overview of the project is accomplished. If Bambu does not approve Franchisee's designated architect or general contractor, Bambu may require that Franchisee engage an architectural firm or general contractor designated by Bambu.

b. Bambu will assist Franchisee in the development of a required kitchen workflow design and layout, including the specific equipment specifications required for use in Franchisee's shoppe. Bambu will also provide a style guide of recommended finishes and colors, materials, furniture, fixtures, counter and décor for Franchisee to use in designing the layout for the Franchised Location. Franchisee shall obtain Bambu's prior written approval of choice of colors and furniture. Bambu may designate approved suppliers for any of these items. Franchisee shall then be responsible for engaging the approved local architect to prepare final permit drawings, including the shoppe floor plan, equipment layout and mechanical drawings or other construction documents necessary for construction of the Bambū shoppe. Franchise shall consult with Bambu regarding the construction documents as it deems appropriate in its discretion, and shall obtain Bambu's written consent to any conversion, improvements, design, or decoration of the premises before construction, remodeling or decorating begins, recognizing that any related costs are Franchisee's sole responsibility. Once Bambu approves the final plans, they cannot be changed without its prior written approval. Bambu may require Franchisee to use the services of a company that will supervise the buildout of its Bambū shoppe if, in Bambu's sole discretion, Bambu determine that the architect or contractor that Franchisee intends to use has insufficient knowledge and experience to build a Bambū shoppe. If Franchisee changes the plans or the construction of its Bambū shoppe without Bambu's knowledge or without prior written approval, Bambu may require Franchisee to conform its Bambū shoppe to the approved plans before Franchisee can open its Bambū shoppe to the public. Franchisee must also submit those materials to the governmental authority that issues the required permits and approvals for the construction, and Franchisee's landlord, if applicable. Such materials must be provided to and approved by Bambu before Franchisee submits such materials for permitting if they deviate materially from the initial workflow design and equipment specifications that Bambu provides to Franchisee. However, it shall be Franchisee's sole responsibility to have prepared all required architectural designs, mechanical drawings, site plans, blueprints and construction plans to suit the dimensions of the Franchised Location and to ensure compliance with all applicable federal, state and local laws, regulations and codes including the Americans with Disabilities Act, and any lease or purchase agreement. Franchisee acknowledges that the assistance related to the design and layout of the Franchised Location provided by Bambu, and Bambu's approval of any drawing, layout, or other construction document related to the Franchised Location, do not constitute a recommendation, endorsement or guarantee by Bambu of the suitability or profitability of the location, layout or design of the Bambū shoppe.

5.4 Signage. Franchisee shall purchase or otherwise obtain for use at the Franchised Location exterior signage which comply with the standards and specifications of Bambu as set forth in the Bambū logo and style guides available in the FRC Materials, as that term is defined in Section 8.1. It is Franchisee's sole responsibility to ensure that any signs comply with applicable local ordinances, lease covenants, mall

regulations, building codes and zoning regulations. Any modifications to Bambu's standards and specifications for signage that must be made due to local ordinances, codes or regulations shall be submitted to Bambu for prior written approval. Franchisee acknowledges the Marks, or any other name, symbol or identifying marks on any signs shall only be used in accordance with Bambu's standards and specifications and only with the prior written approval of Bambu.

5.5 Equipment and Inventory. Franchisee shall purchase or otherwise obtain for use or sale at the Franchised Location and in connection with the Bambū shoppe equipment and inventory of a type and in a quantity which complies with the standards and specifications of Bambu. Franchisee acknowledges that the type, quality, configuration, capability and performance of the equipment, inventory and other products and services used or offered through the Bambū shoppe are all standards and specifications which are a part of the Bambū system and therefore such equipment, inventory, products and other items must be purchased, leased or otherwise obtained in accordance with Bambu's standards and specifications and only from Bambu, its affiliates or suppliers and distributors approved or designated by Bambu ("**Suppliers**"). All menu boards must meet Bambu's specifications as to size, layout and location in Franchisee's Bambū shoppe.

5.6 POS System, Merchant Service, Computers and Telecommunications.

a. Franchisee acquire for use in the operation of the Bambū shoppe an electronic cash register system, including hardware and software to service the Bambu loyalty rewards and gift card program, a kitchen display system, inventory applications, and timekeeping applications ("**POS System**") that meets Bambu's specifications and from a supplier designated by Bambu, which may be Bambu itself or an affiliate. Franchisee shall acquire and equip the Bambū shoppe with such other computers, equipment and applications as designated by Bambu from time to time. Such equipment may include hardware, software and possible online subscription applications. Bambu reserves the right to independently access sales and other information about the performance of the Bambū shoppe through the POS System, or through any other computer or online system of Franchisee, without restriction. Franchisee is also required to own and use a mobile smart phone or other device agreed to in writing by Bambu that meets Bambu's standards and specifications, with a minimum of 1 GB of combined data plan, that can and will be kept on and used to receive and send communications via SMS, as defined in Section 8.4. Franchisee shall be responsible for all ongoing license, support, maintenance and updates to facilitate operation of the POS System, and any required systems and applications.

b. Franchisee, at Franchisee's sole cost, shall acquire high-speed Internet service that meets Bambu's then current standards to effectively operate its POS System at the Franchised Location. Franchisee's Internet service shall also include in-shoppe customer Internet accessibility. At any time on 90 days' notice, Bambu may require Franchisee to purchase different or additional services, hardware, software, and applications, including but not limited to a different POS System, that meets Bambu's minimum specifications, and may also require that Franchisee pay any related subscription fees. Franchisee's participation and communications on the Internet and on the FRC Materials site will be governed by the standards, specifications and guidelines periodically established by Bambu.

c. In Bambu's sole discretion, Bambu may provide Franchisee with a social media use policies for posting to approved social media sites and applications, such as Bambū shoppe's Yelp and Google pages. Franchisee may be required to use the social media platform designated by Bambu to manage its social media presence and activities. Franchisee must grant Bambu with access to its online accounts, including Google Business Profiles and Yelp accounts, as designated by Bambu. Franchisee must monitor and respond to comments and reviews in a timely and professional manner in accordance with Bambu's standards. Bambu may change the social media use policies or discontinue them in Bambu's sole discretion.

5.7 **Permits and Licenses**. Franchisee agrees to obtain all permits and certifications as may be required for the lawful construction and operation of the Bambū shoppe, together with all certifications from government authorities having jurisdiction over the site that all requirements for construction and operation have been met, including without limitation, zoning, access, sign, health, safety requirements, building and other required construction permits, licenses to do business and fictitious name registrations, sales tax permits, health and sanitation permits and ratings and fire clearances.

5.8 **Commencement of Operations**. Unless otherwise agreed to in writing by Bambu and Franchisee, Franchisee shall, within one year from the date of this Agreement: (1) secure all necessary financing for the shoppe; (2) select, purchase or lease and build-out the Franchised Location; (3) obtain and provide evidence of insurance as described in Article 22 below; (4) obtain all required licenses and permits; (5) purchase or lease and have installed signs, counters, furniture, equipment and software as meets the standards and specifications of Bambu; (6) purchase an opening inventory of products and supplies; (7) complete the Training Program described in Section 6.1 below; and (8) commence operation of the Bambū shoppe. Franchisee will be deemed to have commenced operations of the Bambū shoppe at the time that the Bambū shoppe is first open to any paying customers. Bambu may, in its sole discretion, extend the time in which Franchisee has to commence operations for a reasonable period of time in the event factors beyond Franchisee's reasonable control prevent Franchisee from meeting this development schedule, so long as Franchisee has made reasonable and continuing efforts to comply with such development obligations and Franchisee requests, in writing, an extension of time in which to have its Bambū shoppe established before the development period lapses. If Franchisee fails to open its shoppe within one year from the date of this Agreement, in Bambu's sole discretion, Franchisee shall be required to pay Bambu the monthly Royalty Fee and Marketing and Technology Fee starting with the thirteenth month from the date of this Agreement, and for purposes of the reconciliation process set forth in Section 12.3.a, Franchisee shall be deemed to have generated during such period until the shoppe is opened for business, Net Revenues on a monthly basis in an amount equal to $850 divided by 4 percent. Bambu will perform an on-site preassessment review of the shoppe as part of the on-site consultation described in Section 6.2 to determine whether Franchisee is prepared to commence operations. In this review, Bambu will provide Franchisee with a written list of anything that must be done or changed in the shoppe prior to opening or promptly after opening. Bambu may conduct an additional walk-through of the shoppe prior to opening if Bambu deems it necessary in its discretion, in which case Bambu may issue further lists of actions and changes required. Franchisee shall obtain Bambu's written approval prior to opening the shoppe for business. Franchisee will not be permitted to open the shoppe until it is fully furnished and equipped, inventory has been purchased, the shoppe has been fully stocked with menu items, and Franchisee's employees have been trained.

6. TRAINING

6.1 **Opening Training Program**.

a. Upon payment of the final installment of the Initial Franchise Fee as set forth in Section 4.1 hereof, Bambu will schedule Franchisee's opening training program (the "**Training Program**"). Three individuals designated by Franchisee to assume primary responsibility for operating the Bambū shoppe and approved by Bambu as "**Bambū Certified Team Leaders**," are required to attend and successfully complete the Training Program, which is conducted in part by Bambu at the Franchised Location. All individuals designated for Bambū Certified Team Leaders must attend and participate in the entire Training Program, including the onsite training program. Only individuals who will be serving as Bambū Certified Team Leaders, or the individual with full-time management responsibility for the Bambū shoppe, may attend Bambu's Training Program. The Training Program may include verbal, written, online, video conferencing or audiotaped classroom training and on-the-job training for the front and back of the shoppe (including, but not limited to, customer service, cooking, ingredients and drink preparation), and shoppe

maintenance. If there are more than three individuals in the training Program, Bambu may charge its then current additional training fee to train such additional persons. Franchisee shall be responsible for any and all traveling, lodging, and meal expenses, and wages incurred by Franchisee and its employees in connection with attendance at the training program. Training participants will not receive any compensation from Bambu while attending Bambu's training.

b. In addition to the opening training, and approximately two months prior to the estimated date of the opening training, Franchisee, if an individual, and one other designated Bambū Certified Team Leader shall attend a two day pre-opening owner operations orientation and training program conducted at a Bambū shoppe designated by us.

6.2 Length of Training. The Training Program consists of a combination of approximately 88 hours over a combination of approximately 11 days of onboarding, video conferencing and onsite training, including seven days of onsite opening training and support. Opening training will be conducted after Bambu has completed its pre-construction site review, owners' orientation, and pre-opening assessment. Franchisee must notify Bambu as soon as it has passed its Environmental Health Department Inspection, which typically takes place as the buildout of its Bambū shoppe nears completion, or Franchisee has received other temporary rights to bring products and ingredients into the shoppe and are allowed to prepare food items. If Bambu determines during its preassessment that the shoppe is not prepared for training and soft opening, Bambu will reschedule the remainder of the training and charge Franchisee for the additional costs incurred for travel cancellation and other additional expenses incurred by Bambu. The Bambū Certified Team Leaders must attend this training program. If Bambu's trainers observe that the Bambū Certified Team Leaders are not operating the shoppe in accordance with Bambu's standards and specifications, the Bambū Certified Team Leaders will be required to attend additional training which may delay the opening of the shoppe. Bambu will not be liable for any costs associated with a delay in opening the shoppe resulting from the Bambū Certified Team Leaders not being prepared to open the shoppe. Bambu reserves the right to waive all or a portion of the training program or alter the training schedule, if this Agreement is not for Franchisee's first Bambū shoppe or if, in Bambu's sole discretion, the Bambū Certified Team Leaders have sufficient prior experience or training.

6.3 Additional Training.

a. Franchisee or the Bambū Certified Team Leaders must obtain food safety manager certification from the ServSafe National Restaurant Association or another food safety certification program approved by the state and local environmental and health requirements that covers the Franchised Location, at Franchisee's cost, including attending and successfully completing any training required for that certification.

b. Bambu also has the right to require Franchisee, the Bambū Certified Team Leaders and other designated employees to attend and satisfactorily complete training and certification courses from time to time, including online training, and other continuing development programs and meetings that Bambu may periodically choose to provide at times and locations Bambu shall designate. Bambu shall give Franchisee at least 30 days prior written notice of any training courses or programs which are deemed mandatory. Bambu shall not require in-person attendance at additional training courses or programs more than two times, totaling five days, in any calendar year; provided that additional training shall be mandatory for all new Bambū Certified Team Leaders, regardless of the number of prior additional training sessions conducted for Franchisee. Franchisee (or, if Franchisee is not an individual, an owner designated by Bambu) shall attend an annual convention of franchise owners. Bambu may also require Franchisee to attend additional training specifically for Franchisee if Bambu deems it necessary or appropriate in its discretion. Franchisee will be responsible for all traveling, lodging, and meal expenses which are associated with attendance at any mandatory training program and the annual convention. Bambu reserves the right

to charge a fee or tuition based on its then-current published rate for any training that Franchisee requests or that Bambu requires specific to Franchisee.

7. DEVELOPMENT ASSISTANCE

7.1 **Bambu's Development Assistance**. Bambu shall provide Franchisee with assistance in the initial establishment of the Bambū shoppe as follows:

a. Provision of the Training Program to be conducted in part at Franchisee's Franchised Location or at another location designated by Bambu, as well as on-site observation and consultation as described in Article 6 above after a determination by Bambu that the shoppe is sufficiently completed to schedule training.

b. Provision of specifications for a Franchised Location which shall include, without limitation, recommendations for space requirements, build out and the demographics and character of the surrounding market area. Franchisee acknowledges that Bambu shall have no other obligation to provide assistance in the selection and approval of a Franchised Location other than the provision of such recommendations and approval or disapproval of a proposed Franchised Location, which approval or disapproval shall be based on information submitted to Bambu in a form sufficient to assess the proposed location as may be reasonably required by Bambu.

c. Assistance with the development of a required kitchen workflow design, equipment specifications for Franchisee to use in designing the layout for the Franchised Location, an interior design guide, and consultation regarding the final architectural plans for the Franchised Location, as described in Section 5.3.

d. Assistance with the negotiation of the letter of intent for the lease for the Franchised Location and the lease, providing Franchisee an acceptable use clause, determining whether the signage requirements allow for sufficient Bambū branding, negotiating relocation and other terms found in leases, and other matters, as described in Section 5.2.

e. Information regarding the selection of raw and prepared ingredients, food items, shoppe supplies, and programs offered, used, sold or leased through Franchisee's Bambū shoppe. After execution of this Agreement, Bambu will provide Franchisee with a list of approved Suppliers, if any, of such equipment, items, materials, inventory and programs and, if available, a description of any regional or central purchase and supply agreements offered by such approved Suppliers for the benefit of Bambū franchisees. The list of approved Suppliers may vary depending on Franchisee's Franchised Location within Bambu's distribution network.

f. Provision of electronic access to Bambu's FRC Materials, defined and described in Section 8.1 below.

g. Assistance in determining the scope of and approach to Franchisee's opening marketing campaign for the opening of the Bambū shoppe including access to previously approved marketing materials.

8. RESOURCE CENTER MATERIALS

8.1 **FRC Materials**. Bambu shall make available to Franchisee Bambu's confidential Owner Operations Manual ("**Owner Operations Manual**" or "**OOM**"). The Owner Operations Manual and our policy releases shall be made available via our Franchise Resource Center ("**FRC**") that Franchisee will

have password access to at www.bambufrc.com. The FRC contains Bambu's FRC Blog, FRC Forum, notices, marketing materials, artwork, health compliance plan and information, and ordering platform, as well as other manuals, technical and news bulletins and other written or electronic materials (collectively referred to as "**FRC Materials**"), covering certain standards, specifications and operating and marketing procedures that Bambu requires Franchisee to utilize in developing and operating its Bambū shoppe. The FTC Materials may be modified in Bambu's sole discretion. The FRC Materials are designed to protect Bambu's reputation and the goodwill of the Marks, they are not designed to control the day-to-day operations of Franchisee's Bambū shoppe. Franchisee shall comply with the mandatory portions of the FRC Materials as an essential aspect of its obligations under this Agreement and failure by Franchisee to substantially comply with the mandatory portions of the FRC Materials may be considered by Bambu to be a breach of this Agreement.

8.2 **Confidentiality of FRC Materials**. Franchisee shall use the Marks and Bambū system only as specified in the FRC Materials. The FRC Materials are the sole property of Bambu and shall be used by Franchisee only during the term of this Agreement and in strict accordance with the terms and conditions hereof. Franchisee shall not duplicate the FRC Materials nor disclose its contents to persons other than Franchisee's employees or officers who have signed and submitted to Bambu a confidentiality and noncompetition agreement in a form approved by Bambu. Franchisee shall return any written portions of the FRC Materials to Bambu and permanently delete any and all electronic copies of the same upon the expiration, termination or assignment of this Agreement.

8.3 **Changes to FRC Materials**. Bambu reserves the right to revise or delete any of the FRC Materials from time to time as it deems necessary to update or change operating and marketing techniques or standards and specifications. Franchisee, upon receipt of any updated information, shall update its copy of the FRC Materials as instructed by Bambu and shall conform its operations with the updated provisions within 10 days of receipt of each update. Franchisee acknowledges that a master copy of the FRC Materials maintained by Bambu at its principal office or on its website shall be controlling in the event of a dispute relative to the content of the FRC Materials.

8.4 **Small Message Service**. Franchisee acknowledges that one of Bambu's primary methods of communication with Bambu franchisees is by small message service via email, text messages, or other electronic methods ("**SMS**"). Any standards and specifications, or changes to standards and specifications, that are communicated by SMS are deemed part of the FRC Materials, and Franchisee is required to comply with them.

9. OPERATING ASSISTANCE

9.1 **Bambu's Services**. Bambu shall, during Franchisee's operation of the Bambū shoppe, make available to Franchisee the following services:

a. Bambu shall give Franchisee access to print and social media advertising and promotional materials and certain creative designs for marketing materials as may be developed by Bambu, the cost of which will be borne by the Marketing and Technology Fund defined in Article 13 below. Bambu reserves the right to charge Franchisee for reproducing advertising materials for Franchisee's use and for similar advertising and marketing costs incurred on Franchisee's behalf.

b. Upon the reasonable request of Franchisee, consultation by email or telephone regarding the continued operation and management of a Bambū shoppe and advice regarding product quality control, menu items, customer relations, product and merchandise purchase, supply and sale and similar advice.

c. Provision of seminars or programs, which may be conducted by Bambu or its suppliers and at a frequency to be determined by Bambu, on new methods, equipment, and products.

d. Updates of information and programs regarding the franchised business, the Bambū concept or the Bambū system, at a frequency to be determined by Bambu, including, without limitation, information about improvements to existing menu items or new menu items, products or merchandise which may be developed and made available to Bambū franchisees as a part of the Bambū system.

e. Bambu shall make the Training Program available to replacement or additional Bambū Certified Team Leaders during the term of this Agreement. Bambu reserves the right to charge a tuition or fee in an amount payable in advance, commensurate with the then current published prices of Bambu for such training. Franchisee shall be responsible for all travel, lodging, and meal expenses incurred by its personnel during the training program. The availability of the training programs shall be subject to space considerations, training staff availability and prior commitments to new Bambū franchisees.

10. FRANCHISEE'S OPERATIONAL COVENANTS

10.1 Business Operations. Franchisee acknowledges that it is solely responsible for the successful operation of its Bambū shoppe and that the continued successful operation thereof is, in part, dependent upon Franchisee's compliance with this Agreement and the FRC Materials. In addition to all other obligations contained in this Agreement and in the FRC Materials, Franchisee shall comply with the following operational obligations:

a. **Quality of Operations**. Franchisee shall maintain clean, efficient and high-quality Bambū shoppe operations and shall operate the business in accordance with the FRC Materials and this Agreement, and in such a manner as not to detract from or adversely reflect upon the name and reputation of Bambu and the goodwill associated with the Bambu Franchising LLC name, the service mark "BAMBŪ®" and the Marks generally. The Franchised Location shall not be used for any purpose other than operating a Bambū shoppe in compliance with this Agreement, and that Franchisee shall place or display at the premises (interior and exterior) only those signs, emblems, designs, artwork, lettering, logos, display and advertising material that Bambu approves from time to time.

b. **Compliance with Laws and Good Business Practices**. Franchisee shall conduct itself and operate its Bambū shoppe in compliance with all applicable laws, rules and regulations, and ordinances, including, without limitation, health department regulations and other ordinances in such a manner so as to promote a good public image in the business community. In connection therewith, Franchisee will be solely and fully responsible for obtaining any and all other licenses to carry on business at the Bambū shoppe. Franchisee shall promptly forward to Bambu copies of all health department, fire department, building department and other similar reports of inspections as and when they become available, and shall notify Bambu in writing within three business days of: (1) the commencement of any action, suit or proceeding relating to the shoppe; (2) the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality relating to the shoppe; (3) any notice or violation of any law, ordinance or regulation relating to the shoppe; (4) receipt of any notice of complaint from the Better Business Bureau, and local, state or federal consumer affairs department or division, or any other governmental or independent third party involving a complaint from a customer or potential customer relating to the shoppe, or (5) written complaints from any customer or potential customer, providing Bambu copies of any documentation along with the notice. Franchisee shall resolve or otherwise address any matter listed in (1) through (5) above in a prompt and reasonable manner in accordance with good business practices. Additionally, Franchisee shall comply with the terms and conditions of any mandatory product recall promptly upon receipt of notice from Bambu of such recall. Franchisee shall be solely responsible for any penalties or fines assessed for failure to abide by such laws and regulations. Bambu has no

obligation to advise Franchisee of any legislative or other legal developments that may affect its Bambū shoppe. Franchisee is solely responsible for inquiring about and becoming familiar with all applicable laws, ordinances, and regulations, and determining those actions required for compliance. Any information Bambu provides to Franchisee regarding applicable laws, ordinances, or regulations does not relieve Franchisee of its responsibility to consult with its own legal advisor and otherwise take appropriate action to inquire about and comply with applicable laws, ordinances, and regulations.

c. **Management**. Franchisee acknowledges that proper management of the Bambū shoppe is important. Consequently, Franchisee shall employ at all times and register with Bambu in such manner as Bambu may require from time to time, at least three Bambū Certified Team Leaders who have satisfactorily completed Bambu's Training Program and who shall be responsible for the supervision and management of Franchisee's Bambū shoppe. One of the Bambū Certified Team Leaders must be available at all times to be at the Bambū shoppe upon demand by Bambu. At least one of Franchisee's Bambū Certified Team Leaders may not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility, time commitment, or otherwise may conflict with his or her obligations to operate and manage Franchisee's Bambū shoppe. The Bambū Certified Team Leaders shall assign one or more qualified employees (a "**Shift Leaders**") to be present at the shoppe during all operating hours when a Bambū Certified Team Leader is not present. Shift Leaders may be part-time employees.

d. **Approved Products and Programs**. Franchisee shall offer through its shoppe only products, including but not limited to Chè, coffees, teas, smoothies, yogurts, other drinks, snacks, and food items, and programs, which meet or exceed the minimum standards and specifications established by Bambu and which have been approved in advance by Bambu. Franchisee shall offer all types of products and services as from time to time may be prescribed by Bambu and shall refrain from offering any other types of products or programs, or operating or engaging in any other type of business or profession, from or through the Bambū shoppe that are not authorized by Bambu,

e. **Payment of Obligations**. Franchisee shall pay on a timely basis all amounts due and owing to Bambu pursuant to any separate agreements between Franchisee and Bambu and all amounts due and owing by Franchisee to all third parties, including affiliates of Bambu, national vendors and taxing authorities, with whom Franchisee does business at or through the shoppe. In connection with any amounts due and owing by Franchisee to third parties, Franchisee expressly acknowledges that a default by Franchisee with respect to such indebtedness may be considered a default hereunder and Bambu may avail itself of all remedies provided for herein in the event of default.

f. **Other Agreements**. Franchisee shall comply with all agreements with third parties related to the Bambū shoppe including, in particular, all provisions of any premises lease or equipment lease.

g. **Employees and Agents**. Franchisee shall be exclusively responsible for recruiting, appointing, hiring, firing, and supervising its employees, independent agents, and Bambū Certified Team Leaders. Those employees and agents will be employees or agents of Franchisee. They are not employees or agents of Bambu and Bambu is not the joint employer of those persons. Franchisee will have sole authority and control over the day-to-day operations of the Bambū shoppe and its employees and agents. Bambu will have no right or obligation to direct Franchisee's employees and agents or to operate the Bambū shoppe. It is Franchisee's responsibility to determine compensation of employees and agents, terms of employment, safety regulations, work assignments, work schedules, and working conditions. Any information regarding any of those issues provided to Franchisee by Bambu are mere suggestions and Franchisee shall have the sole discretion to utilize such information or not. Franchisee will keep Bambu informed of the names, addresses and telephone numbers of all employees and agents. Bambu reserves the right to require Franchisee, at Franchisee's expense, to purchase specified wearing apparel described in the FRC Materials from Suppliers approved by Bambu. All Bambū Certified Team Leaders, employees of

Franchisee, Franchisee and its owners, shall wear the specified wearing apparel at all times while working at the Franchised Location. Bambu has the right, in its sole and absolute discretion, to change or modify such dress code guidelines.

h. **Remodeling, Upgrading and Replacement**. Franchisee shall renovate, refurbish, remodel or replace, at its own expense, the real and personal property and equipment used in the operation of the Bambū shoppe, when reasonably required by Bambu in order to comply with the image, standards of operation and performance capability established by Bambu from time to time. If Bambu changes its image, logo, menu, or standards of operation, it shall give Franchisee a reasonable period of time within which to comply with such changes. If required by Bambu, Franchisee must purchase certain personal property, signage, and equipment from Bambu's approved suppliers.

i. **Training of Employees**. Franchisee shall be responsible for the opening training of its employees who work in any capacity in the Bambū shoppe and shall be fully responsible for all employees' compliance with the operational standards which are part of the Bambū system. Franchisee is solely responsible for implementing training and other programs for employees and other agents related to the legal, safe, and proper performance of their work, regardless of the fact that Bambu may provide advice, suggestions, and certain training programs as described in this Agreement. Such training shall be under the specifications and standards described in the manuals or otherwise in writing by Bambu. Such advice, suggestions, and training by Bambu are provided to protect Bambu's brand and the Marks and to set best practices as to the day-to-day operation of Franchisee's Bambū shoppe. Franchisee and all Bambū Certified Team Leaders must obtain food safety certification from the ServSafe National Restaurant Association or another food safety certification program approved by the local Health Department the covers the Franchised Location, at Franchisee's cost, including attending and successfully completing any training required for that certification.

j. **Ownership of Shoppe**. Franchisee shall at all times during the term of this Agreement own and control the Bambū shoppe authorized hereunder. Upon request of Bambu, Franchisee shall promptly provide satisfactory proof of such ownership to Bambu. Franchisee represents that the Statement of Ownership, attached hereto as Attachment III and by this reference incorporated herein, is true, complete, accurate and not misleading, and, in accordance with the information contained in the Statement of Ownership, the controlling ownership of the Bambū shoppe is held by Franchisee. Franchisee shall promptly provide Bambu with a written notification if the information contained in the Statement of Ownership changes at any time during the term of this Agreement and shall comply with the applicable transfer provisions contained in Article 17 herein. In addition, if Franchisee is an entity, all of the owners, partners or members of Franchisee shall sign the Personal Guaranty attached hereto as Attachment II.

k. **Hours of Operation**. Franchisee shall at all times during the term of this Agreement keep its Bambū shoppe open during the business hours customary for the Franchised Location and shall maintain sufficient supplies of menu items, food and ingredients, including coffee, teas, powders, and syrups, as well as shoppe supplies (including cups, lids, and straws) and Bambū branded products and merchandise and employ adequate personnel at all times so as to operate the shoppe at its maximum capacity and efficiency. Hours of operations may be adjusted for the time of day, day of the week, holidays and time of year by Bambu, or by Franchisee as set forth in the OOM and with Bambu's prior written consent.

l. **Email Communications**. Bambu may provide an email account for Franchisee's Bambū shoppe which will have a link on Bambu's website (the "**Shoppe Email Account**"). Franchisee shall check the Shoppe Email Account on a daily basis and use the Shoppe Email Account to promptly respond to customer questions and complaints. Additionally, Franchisee shall acknowledge that the Shoppe Email Account is the primary source of communications from Bambu regarding the operation of Franchisee's Bambū shoppe until otherwise notified in writing. Franchisee shall check the Shoppe Email Account on a

regular basis using its smartphone and computer for communications from Bambu and customers of the shoppe. Bambu shall have full access to the information communicated to and from and stored on the Shoppe Email Account. Franchisee shall acknowledge and agree that it has no reasonable expectation of privacy in the information and data communicated, stored or received using the Shoppe Email Account and consents to Bambu's monitoring of the Shoppe Email Account which can include intercepting, copying, printing or reading all email entering, leaving or stored in the Shoppe E-mail Account. Notwithstanding the foregoing, Franchisee's obligation to protect and maintain the confidentiality of Bambu's proprietary information (as described below in Section 21.3) shall not be diminished in any way by this Section 10.1.l.

m. **Product Pricing**. Unless prohibited by applicable law, Bambu may periodically set a maximum, minimum, or set price that Franchisee may advertise and charge for products and services offered by its Bambū shoppe. If Bambu establishes a maximum price for any products or programs, Franchisee shall not offer or sell those products or programs at any greater price. If Bambu establishes a minimum price for any products or programs, Franchisee shall not offer or sell those products or programs at any lesser price. If Bambu establishes a set price for any products or programs, Franchisee must offer or sell those products or programs at that exact price. If Bambu does not establish pricing limits or set prices, it may establish suggested prices. In that case, any prices that Bambu recommends to Franchisee are merely recommendations and Franchisee may establish its own prices, which may be higher or lower than Bambu's recommended prices. Franchisee must abide by Bambu's advertising policies related to advertising prices. Bambu shall have no control over the day-to-day managerial operations of Franchisee's Bambū shoppe.

n. **Communication Authorization**. Franchisee expressly authorizes Bambu and its approved Suppliers to contact Franchisee and any Bambū Certified Team Leader by e-mail, telephone, mail, or any other means related to any aspect of the Bambū shoppe, authorized products, services and programs, this Agreement, or the Bambū franchise system, for so long as this Agreement remains in effect. Franchisee expressly authorizes Bambu to disclose Franchisee's and all Bambū Certified Team Leader's contact information to Bambu's approved and designated Suppliers to enable such Suppliers to contact Franchisee. Franchisee acknowledges that these communications are necessary to facilitate and keep Franchisee updated regarding the ongoing franchise relationship.

o. **Courteous Communication with Bambu**. In all communications with Bambu's representatives, Franchisee and its representatives must conduct themselves in a dignified, respectful, courteous, and professional manner. No hostile, threatening, or offensive statements or behavior toward any Bambu representative is permitted.

p. **Support for Political or Social Causes**. Franchisee acknowledges and agrees that certain associations between its Bambū shoppe, the Marks, and/or the Bambū system, on the one side, and a political (including a political party or candidate), religious, social, cultural or similar group, member, cause, and/or activities (collectively, a "**Political or Social Cause**"), on the other side, may result in adverse publicity and other adverse impacts on the Marks and/or Bambū system with certain segments of the public. As such, Franchisee agrees that it will not, without Bambu's prior written consent, make any statement or take any other action (including posting signs) that could be perceived as promoting, approving, disapproving, publicizing, or otherwise commenting on a Political or Social Cause in any manner that is connected to or associated with the Bambū shoppe, the Marks, and/or the Bambū system.

10.2 Required Purchases

a. **Inventory**. Prior to commencement of the shoppe's operation, and throughout the term of this Agreement, Franchisee shall purchase and stock the shoppe with products, menu items, ingredients of menu items and merchandise in such mix and quantities sufficient to meet customer demand, in compliance with Bambu's standards and specifications as may be described in the OOM and other FRC Materials and

only from Suppliers as may be designated or approved by Bambu. Bambu requires Franchisee to make purchases of specific products, items and merchandise from Bambu, Bambu's affiliates, or Bambu's designated Suppliers, some of which may be private labeled with the Marks, and may require Franchisee to make purchases of other specific products, items and merchandise from Bambu, Bambu's affiliates, or Bambu's designated Suppliers in the future. Franchisee acknowledges that the brand's acceptance is based on the quality of the products used in the shoppe and that Bambu requires only approved or designated products be used in order to maintain both quality and consistency throughout the Bambū system.

b. **Limitation on Supply Obligations**. Delivery of products as may be purchased from Bambu or its affiliates is subject to and conditioned upon availability. Nothing in this Agreement shall be construed by Franchisee to be a promise or guarantee as to the continued availability of a particular product sold by Bambu or its affiliated companies, nor shall any provision herein imply or establish an obligation on the part of Bambu and its affiliates to sell products to Franchisee if Franchisee is in arrears on any payment to Bambu, its affiliates or a third party supplier, or otherwise in default under this Agreement. Bambu may require payments to be made at time of order or in cash on delivery ("**COD**"). If Franchisee is in arrears on any payment to Bambu, its affiliates or a third party supplier, is in default under this Agreement or is otherwise not in compliance with the terms and conditions imposed by Bambu, its affiliates or any third party supplier for the purchase of any products or items, Bambu or its affiliates may discontinue selling or permitting the purchase through the account of Bambu or its affiliates of any products or other items to Franchisee and may place the account of Franchisee on hold and cease (directly or through third party suppliers) the delivery of products already ordered and not yet paid for. Bambu and its affiliates shall also be entitled to interest, late fees (in accordance with Section 12.5 below) and to recover their reasonable attorneys' fees from Franchisee in connection with any legal action, arbitration or other proceeding brought by them to collect amounts owed by Franchisee for purchases of products and other items from or through Bambu or its affiliates.

c. **No Product Warranties**. The products purchased by Franchisee from Bambu or its affiliated companies shall be subject only to manufacturers' warranties. BAMBU AND ITS AFFILIATED COMPANIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE PRODUCTS PURCHASED BY FRANCHISEE. It is the Franchisee's responsibility to inspect all product deliveries on the day of delivery and report any inconsistencies, damage or shortages of materials directly to the applicable supplier.

d. **Changes in Products**. It is understood that Bambu and its affiliates shall have the right, at any time and without notice, to add items to, or withdraw items from, the list of products, menu items or ingredients thereof; to add to or delete from the list of approved Suppliers of products and items; to revise any products and items; and to change the prices, discounts, or terms of sale of any products or items, provided, however, no such changes in prices, discounts or terms shall affect accepted orders pending with Bambu and its affiliates at the time of change.

10.3 Credit Card Services. Franchisee must accept credit and debit cards from customers of its Bambū shoppe for all transactions in any amount. Franchisee shall use Bambu's designated POS System and credit card merchant service provider. The Payment Card Industry ("**PCI**") requires all companies that process, store, or transmit credit or debit card information to protect the cardholders' information by complying with the PCI Data Security Standard ("**PCI DSS**"). Therefore, Franchisee shall be PCI compliant by following and adhering to then-current PCI DSS, currently found at www.pcisecuritystandards.org, or any similar or subsequent standard for the protection of cardholder data throughout the term of this Agreement. Franchisee's Bambū shoppe shall be in compliance with PCI DSS at all times.

10.4 Electronic Funds Transfer. Franchisee authorizes Bambu and its affiliates to initiate debit entries and credit entries to Franchisee's checking, savings or other account for the payment of the Royalty Fee (defined in Section 12.1), payment of the Marketing and Technology Fee (defined in Section 12.2), the purchase of equipment and inventory, and any other amounts due from Franchisee under this Agreement or otherwise. Contemporaneously with the execution of this Agreement and thereafter within five days of receipt of any written request from Bambu, Franchisee shall execute and return to Bambu an additional authorization agreement for prearranged payments with account and other information to ensure the authorization agreement is current and valid. Bambu may require Franchisee to pay amounts due under this Agreement or otherwise by means in addition to or other than electronic funds transfer and Franchisee agrees to comply with Bambu's payment instructions.

11. RELOCATION

Franchisee may not relocate the Franchised Location without Bambu's prior written consent. Any approved new locations shall not be within any other Bambū shoppe's protected area, however. If Bambu consents to the relocation, Franchisee must pay a relocation fee in the amount set forth in Attachment I upon approval of the new Franchised Location, which will include similar new Bambū shoppe operations support, including up to two site visits and three days of additional training support as determined by Bambu. All other terms and conditions of this Agreement shall remain in full force and effect. If Franchisee closes its existing Bambū shoppe while it is relocating its shoppe, Franchisee will continue to be responsible for the payment of Royalty Fees during the closure period, although Bambu will waive the Marketing and Technology Fee until the relocated Bambū shoppe has opened. Franchisee acknowledges that Bambu has earned the relocation fee upon receipt thereof, and that the fee is under no circumstances refundable to Franchisee after it is paid, unless otherwise specifically set forth in this Agreement.

12. CONTINUING FEES AND PAYMENTS

12.1 Royalty Fee. Franchisee shall pay to Bambu, in addition to all other fees due hereunder, a continuing royalty fee ("**Royalty Fee**") equal to 4% of Franchisee's Net Revenues, payable as described in Section 12.3. Franchisee acknowledges that Bambu is entering into this Agreement with the expectation that it will receive the Royalty Fee over the full term of this Agreement.

12.2 Marketing and Technology Fee. Franchisee shall contribute to a marketing and technology fund established by Bambu ("**Marketing and Technology Fund**") a fee in the amount set forth in Attachment I ("**Marketing and Technology Fee**"). The Marketing and Technology Fee is subject to annual increases on 90 days' written notice to Franchisee.

12.3 Payment Terms.

a. The Royalty Fee shall be payable $850 per month due on the first day of each month starting in the month following the month in which Franchisee commences operations of its Bambū shoppe. On or before July 15th of each calendar year, Bambu will reconcile the Royalty Fee due based on Franchisee's actual Net Revenues generated between January 1st and June 30th minus the monthly payments made for those months, with any additional amounts due and payable no later than five days after completion of the reconciliation. On or before January 15th of each year, Bambu will reconcile the Royalty Fee due for the prior calendar year based on Franchisee's actual Net Revenues generated by Franchisee's Bambū shoppe in the prior calendar year minus all Royalty Fee amounts previously paid related to Franchisee's prior year operations, with any additional amounts due and payable no later than five days after completion of the reconciliation. If Franchisee is due a credit after the January 15th reconciliation, Bambu will apply the overpayments to future monthly Royalty Fees until the overpayment is fully applied. If, during a relocation in accordance with Article 11, Franchisee closes its Bambū shoppe prior to opening

at its new Franchised Location, for purposes of reconciling the Royalty Fees under this Section 12.3, Franchisee shall be deemed to have generated during the closure period Net Revenues on a monthly basis in an amount equal to $850 divided by 4 percent (prorated for any partial months). The Royalty Fee is based on your POS System sales records.

b. The Marketing and Technology Fee shall be payable on the first day of each month starting in the month following the month in which Franchisee commences operations of its Bambū shoppe.

c. Franchisee hereby authorizes Bambu to initiate debit entries to Franchisee's checking or savings account and authorizes any depository of such accounts to debit such accounts for the payment of the Royalty Fees, Marketing and Technology Fees, and other amounts owed by Franchisee to Bambu arising from or relating to this Agreement. Bambu reserves the right to require the monthly Royalty Fee or the Marketing and Technology Fee payments be made on a weekly or bi-weekly basis if Franchisee does not timely or fully submit the required payment or maintain a sufficient amount in its accounts to permit Bambu to initiate a debt entry of amounts then due. Notwithstanding any designation by Franchisee, Bambu shall have sole discretion to apply any payments by Franchisee, and any amounts received by Bambu on Franchisee's behalf from third party vendors or customers to any of Franchisee's past due indebtedness to Bambu for the Royalty Fee, the Marketing and Technology Fee, purchases from Bambu or its affiliates, interest or any other indebtedness. Franchisee acknowledges that Bambu has the right to set-off any amounts Franchisee may owe to Bambu against any amounts Bambu might owe to Franchisee.

d. Franchisee shall not subordinate to any other obligation its obligation to pay the Royalty Fee or any other fee or charge hereunder.

12.4 Net Revenues Defined. The term "**Net Revenues**" shall mean the total gross revenue derived by Franchisee from the operation of its Bambū shoppe, whether from sales for cash or credit, and irrespective of the collection thereof, including sales of both merchandise and services, but exclusive of all sales taxes, use taxes, gross receipts taxes, and other similar taxes added to the sales price and collected from the customer, and less any bona fide refunds, rebates, discounts, tips, and merchant service fees.

12.5 Late Payments. In the event that Franchisee fails to have sufficient funds in its account or otherwise fails to pay the Marketing and Technology Fee, Royalty Fee, or other payments due to Bambu as of the date due, Franchisee shall owe in addition to the Marketing and Technology Fee, Royalty Fee, or other amounts due, interest at the highest applicable legal rate for open account credit, not to exceed 1½ percent per month. Franchisee acknowledges that this Section 12.5 shall not constitute Bambu's or its affiliates' agreement to accept such payments after they are due or a commitment to extend credit to or otherwise finance operations of the shoppe. In no event shall Franchisee be required to pay interest at a rate greater than the maximum interest rate permitted by applicable law. Bambu reserves the right to automatically assess Franchisee a monthly $50 late charge for any Marketing and Technology Fee payment, Royalty Fee payment, or other payment due under this Agreement which is not timely paid, which late fee shall be due and payable in full upon demand.

12.6 Non-Refundable Fees. Except as specifically contemplated in this Agreement, all fees once paid, shall be nonrefundable in all circumstances.

13. ADVERTISING

13.1 Approval of Advertising. Franchisee shall obtain Bambu's prior written approval of all advertising or other marketing or promotional programs or materials regarding the Bambū shoppe, whether printed or digital, including, without limitation, online directory or search engine marketing, newspaper ads, flyers, brochures, magazines, coupons, direct mail pieces, specialty and novelty items, and radio,

television, social media materials and videos, and in-shoppe marketing. Franchisee shall also obtain Bambu's prior written approval before using any promotional materials that vendors may provide. Franchisee must obtain Bambu's approval of the content of such advertising or promotional materials, as well as the media and channels in which such advertising or promotional materials are to be used. The proposed written or electronic advertising or a description of the marketing or promotional program shall be submitted to Bambu at least 30 days prior to publication, broadcast, posting or other use. Bambu may withhold its approval of advertising in its sole discretion. Franchisee acknowledges that advertising and promoting the Bambū shoppe in accordance with Bambu's standards and specifications is an essential aspect of the Bambū system, and Franchisee agrees to comply with all advertising and marketing standards and specifications. Franchisee shall display all required promotional materials, signs, point of purchase displays and other marketing materials in its Bambū shoppe and in the manner prescribed by Bambu.

13.2 Local Advertising. Bambu recommends Franchisee conduct local advertising to create public awareness of Franchisee's Bambū shoppe. Franchisee shall obtain Bambu's prior written approval of all advertising and promotional materials before publication.

13.3 Marketing and Technology Fund.

a. Bambu will maintain a separate account designation in its accounting software for the Marketing and Technology Fees and expenses associated with marketing and technology efforts. The Marketing and Technology Fund will be administered by Bambu. Bambu shall direct all advertising and marketing programs financed by the Marketing and Technology Fund, with sole discretion over the creative concepts, materials and endorsements used therein, geographic, market and media placement and allocation, and the administration thereof. Franchisee agrees that the Marketing and Technology Fund may be used for applications that promote Bambū shoppes, such as loyalty programs and other specialized applications that can add business to the shoppes, such as catering and charitable events, as well as for covering the costs of researching, preparing, maintaining, administering and directing advertising and promotional materials and public relations programs, including production of commercial print, radio, television, magazine, newspaper, Internet advertising, direct response literature, direct mailings, brochures, collateral materials advertising, surveys of advertising effectiveness, advisory council expenses, convention expenses, social media marketing, public relations news, and other advertising or public relations expenditures, for any international, national, or regional media. The Marketing and Technology Fund may also be used to pay for the expenses related to researching, developing, implementing, servicing, and operating any technology used in any manner related to the Bambū franchise system or Bambū shoppes, including any technologies utilized in or related to Bambu's website, search engine optimization, reporting of information for Bambū shoppes, the equipment used in Bambū shoppes, and Bambū shoppe computer systems (collectively, the "**Technology**"). Bambu may reimburse itself from the Marketing and Technology Fund for administrative costs, including the salaries of public relations personnel or persons administering the advertising services, the salaries of persons providing services related to any Technology, preparation of advertising materials, market research, independent audits, collection of the Marketing and Technology Fees, administration of the advisory council, accounting, bookkeeping, reporting and legal expenses, taxes and all other reasonable direct or indirect expenses that Bambu or its authorized representatives incur with the programs funded by the Advertising and Technology Fund. Bambu may use outside advertising agencies, public relations firms, and/or inside personnel or affiliates to provide advertising services for the Marketing and Technology Fund.

b. Upon the written request of Franchisee, Bambu will make available to Franchisee, no later than 60 days after the end of each fiscal year, an unaudited financial statement which indicates how the Marketing and Technology Fund has been spent in the prior year.

c. The Marketing and Technology Fund shall be accounted for separately from Bambu's other funds and shall not be used to defray any of Bambu's general operating expenses, except for such reasonable administrative costs, salaries and overhead as Bambu may incur in activities related to the administration of the Marketing and Technology Fund and its marketing programs, including, without limitation, conducting market research, preparing material, incurring related accounting and legal expenses, collecting and accounting for Marketing and Technology Fund contributions and all costs and expenses related to the Advisory Council, if any. Bambu may spend in any fiscal year an amount greater or less than the aggregate contribution of all Bambū shoppes to the Marketing and Technology Fund in that year and the Marketing and Technology Fund may borrow from Bambu or other lenders to cover deficits or cause the Marketing and Technology Fund to invest any surplus for future use. The Marketing and Technology Fund may be incorporated or operated through an entity separate from Bambu at such time as Bambu deems appropriate, and such successor entity shall have all rights and duties of Bambu pursuant to this Section 13.3.

d. Franchisee understands and acknowledges that the Marketing and Technology Fund is intended to maximize recognition of the Marks and patronage of all Bambū shoppes. Although Bambu will endeavor to utilize the Marketing and Technology Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all Bambū shoppes, Bambu undertakes no obligation to ensure that expenditures by the Marketing and Technology Fund in or affecting any geographic area are proportionate or equivalent to the contributions by Bambū shoppes operating in that geographic area or that any Bambū shoppe will benefit directly from or in proportion to its contribution to the development of advertising and marketing materials or the placement of advertising. The Marketing and Technology Fund is not a trust fund, and Bambu does not owe Franchisee a fiduciary duty with respect to the maintenance, direction or administration of the Marketing and Technology Fund. Except as expressly provided in this Section 13.3, Bambu assumes no direct or indirect liability or obligation to Franchisee with respect to the maintenance, direction or administration of the Marketing and Technology Fund.

e. Bambu reserves the right to terminate the Marketing and Technology Fund, upon 30 days' written notice to Franchisee. All unspent monies on the date of termination shall be distributed to Bambu's franchisees in proportion to their respective contributions to the Marketing and Technology Fund during the preceding 12-month period. Bambu shall have the right to reinstate the Marketing and Technology Fund upon the same terms and conditions set forth herein upon 30 days' prior written notice to Franchisee.

13.4 Regional Advertising Programs. Bambu reserves the right, upon 30 days prior written notice to applicable franchisees, to create a regional advertising association ("**Co-op**") for the benefit of Bambū franchisees located within a particular geographic area. If a Co-op is established for the area where Franchisee is located, Franchisee will be required to participate in the Co-op for the purpose of selecting and participating in regional marketing and promotion programs for Bambū shoppes, which programs and other Co-op activities are subject to the approval of Bambu. Franchisee will be required to remain a member of and be bound by the decisions of the majority of the members of the Co-op regarding expenditures, assessments and dues of the Co-op, to the extent that they are approved by Bambu. Each Co-op has the right, by majority vote, to require its members to pay monthly dues to the Co-op. The failure of Franchisee to participate in the Co-op or pay any dues required by the Co-op, may be deemed to be a breach of this Agreement. Bambu has the right, in its sole discretion, to determine the composition of all geographic territories and market areas for the implementation of such regional advertising and promotional campaigns and to require that Franchisee participate in such regional advertising programs as and when they may be established by Bambu. Bambu has the right, in its sole discretion, to form, change and dissolve the Co-op. If a regional advertising program is implemented on behalf of a particular region by Bambu, Bambu, to the extent reasonably calculable, will only use contributions from Bambū franchisees within such region for the particular regional advertising program. Bambu reserves the right to seek reimbursement from the Co-op for reasonable administrative costs, salaries and overhead as Bambu may incur in activities related to the implementation and administration of the Co-op and marketing programs. Bambu also reserves the

right to establish an advertising cooperative for a particular region to enable the cooperative to self-administer the regional advertising programs.

13.5 Opening Marketing and Promotional Campaign. Franchisee shall conduct an opening marketing and promotional program for the Bambū shoppe at or around the time that the shoppe opens. Franchisee's opening marketing and promotional campaign will utilize the marketing and public relations programs and media and advertising materials that Bambu has developed or that Bambu otherwise approves. In Bambu's sole discretion, it may provide a grand opening program administered by a public relations company at or shortly after Franchisee has had its soft opening. Franchisee must budget, prepare an opening marketing plan, and reserve and spend a minimum of $3,000 for an initial opening marketing, public relations, and social media influencer program within the first 120 days after opening.

13.6 Electronic Advertising. Franchisee shall not develop, create, distribute, disseminate or use any Internet advertising or website, social media or networking account, or any multimedia, telecommunication, mass electronic mail, facsimile or audio/visual advertising, promotional or marketing materials, directly or indirectly related to the Bambū shoppe, the Marks, or the Bambū system ("**Electronic Advertising**") without Bambu's prior written consent which may be withheld in Bambu's sole discretion. Bambu shall retain the exclusive right to develop and control the content of all Electronic Advertising for the Bambū shoppes. Franchisee acknowledges that Bambu shall own all Electronic Advertising related to or associated with the Marks and Bambū system including, without limitation, databases of customer email addresses and other customer information. Franchisee shall set up all social media accounts Bambu recommends, including utilizing a standardized third-party social media management technology. Bambu requires Franchisee to participate in certain designated Electronic Advertising programs and Franchisee agrees to do so in strict compliance with Bambu's policies and rules regarding the creation, maintenance, use and content of such Electronic Advertising as set forth in this Agreement, the FRC Materials or an Electronic Advertising code of conduct that Bambu may develop, disseminate and modify from time to time.

13.7 Loyalty Rewards and Other Promotional Programs. Except as prohibited or limited by law, Franchisee shall fully participate in all promotional campaigns, prize contests, customer loyalty rewards programs, gift card programs, special offers, discount programs, social media programs, and other programs, whether international, national, regional, or local in nature (including the introduction of new products or services or other marketing programs directed or approved by Bambu), which are prescribed from time to time by Bambu. Franchisee shall participate in Bambu's customer loyalty rewards program and be responsible for the costs of such participation. In addition, Franchisee shall honor any coupons, customer loyalty rewards program points or credits, discounts, gift cards, or other authorized promotional offers of Bambu at Franchisee's sole cost unless otherwise specified in writing by Bambu. Franchisee acknowledges that Bambu frequently implements such promotions intended to increase customer awareness and build business on an international, national, regional, or local level, and Franchisee's participation in these promotions is essential to their success. Franchisee acknowledges that Bambu has no obligation to reimburse Franchisee for the costs associated with participating in these promotions. From time to time a promotion may not benefit all franchisees in the Bambū system; and if the promotion is not offered in the region, or another unknown hardship arises, Bambu may, at Bambu's option, exempt Franchisee and/or other franchisees on a case-by-case basis. Franchisee must follow the guidelines provided by the designated provider of any of these programs and the guidelines set forth in the FRC Materials with respect to Franchisee's obligations and responsibilities under the program (which may include a requirement to purchase related equipment and software), the methods of operation for the program, the transaction information Franchisee is required to provide to Bambu and the retention of complete and accurate books and records regarding transactions made pursuant to a program.

14. QUALITY CONTROL

14.1 **Compliance with FRC Materials**. Franchisee shall maintain and operate the Bambū shoppe in compliance with this Agreement and the mandatory standards and specifications contained in the OOM and other FRC Materials, as the same may be modified from time to time by Bambu.

14.2 **Standards and Specifications**. Bambu will make available to Franchisee standards and specifications for the menu items, products and services offered at or through the Bambū shoppe and for the Franchised Location, equipment, menus, including ingredients and nutritional information, finishes, counter, POS System, loyalty rewards program equipment, logoed paper products, uniforms, insurance, advertising materials, equipment, certain supplies and other items used in connection with the shoppe. Bambu reserves the right to change standards and specifications for products and services offered at or through the Bambū shoppe and for the Franchised Location, equipment, menus, food, paper products, employee attire, supplies, advertising material and other items used in connection with the shoppe, upon 10 days prior written notice to Franchisee. Franchisee shall, throughout the term of this Agreement, remain in compliance and strictly adhere to all of Bambu's current quality, compliance and operations standards and specifications for the Bambū shoppe as prescribed from time to time.

14.3 **Inspections**. Bambu shall have the right to visit, inspect and conduct operational facility reviews of the Franchised Location, including the inventory, products, equipment, materials, supplies or programs used or sold there, to ensure compliance with all standards and specifications set by Bambu. Bambu shall conduct such inspections and reviews during regular business hours and Franchisee may be present at such inspections. Bambu, however, reserves the right to conduct the inspections without prior notice to Franchisee.

14.4 **Restrictions on Products and Programs**. Franchisee is prohibited from offering or selling any products or programs not authorized by Bambu as being a part of the Bambū system. If Franchisee proposes to offer, conduct or utilize any products, materials, items, supplies or programs for use in connection with or sale through the Bambū shoppe which are not previously approved by Bambu as meeting its specifications, Franchisee shall first notify Bambu in writing requesting approval. Bambu may, in its sole discretion, for any reason whatsoever, elect to withhold such approval; however, in order to make such determination, Bambu may require submission of specifications, information, or samples of such products, programs, materials, forms, items or supplies. Bambu's review and approval of new products or programs shall be subject to the same terms as those described in Section 14.6 below for approval of alternative suppliers, including the required payments described therein.

14.5 **Approved or Designated Suppliers**. Franchisee shall purchase all products, equipment, materials, supplies and programs required for the operation of the Bambū shoppe from Bambu, from Bambu's designated affiliates, or from Suppliers designated or approved by Bambu. If there is no designated or approved Supplier for a particular product, piece of equipment, ingredient, food item, supply, material or program, Franchisee shall propose, for prior written approval by Bambu, such other suppliers who meet all of Bambu's specifications and standards as to quality, composition, finish, appearance and service, and who shall adequately demonstrate their capacity and ability to supply Franchisee's needs in the quantities, at the times, and with the reliability requisite to an efficient operation of the Bambū shoppe. Bambu reserves the right to derive revenue from Franchisee's purchases of food items, products or programs, whether the purchase is from Bambu, Bambu's affiliate or another designated or approved source and irrespective of whether a formal purchase or buying arrangement has been established. Franchisee must execute any agreement as may be reasonably required by a Supplier and establish the appropriate credit terms with it.

14.6 **Request to Approve Supplier**. In the event Franchisee desires to purchase or use inventory, products, equipment, supplies, materials, services or programs from suppliers other than those previously

approved by Bambu, Franchisee shall, prior to purchasing from or otherwise utilizing any supplier give Bambu a written request to approve the supplier. In the event Bambu rejects Franchisee's requested new supplier, Bambu must, within 60 days of the receipt of Franchisee's request to approve the supplier notify Franchisee in writing of its rejection. Bambu may continue from time to time to inspect any suppliers' facilities and products to assure compliance with Bambu's standards and specifications. Permission for such inspection shall be a condition of the continued approval of such supplier. Bambu may in its sole discretion elect to withhold approval of the supplier for any reason it determines, including for purposes of protecting its trade secrets or on the basis of the terms offered to Bambu itself or its franchisees from the proposed supplier compared to any current designated or approved supplier. In order to make such determination, Bambu may require that samples from a proposed new supplier be delivered to Bambu for testing prior to approval and use. Bambu may impose a charge equal to $300 per product or ingredient to testi and investigate a proposed new product, ingredient, or supplier, and Franchisee shall also be required to pay the reasonable costs incurred by Bambu in connection with the testing and investigation. Franchisee must purchase and deliver to Bambu any products or ingredients required to complete the testing and investigation.

14.7 **Shopping Service**. Bambu reserves the right to use third party mystery shopping or similar information gathering services, which may be online, from time to time to evaluate the conduct of Franchisee's Bambū shoppe, including such things as inventory, customer service, cleanliness, merchandising and proper use of computers and registers. Bambu may use such shopping services to inspect Franchisee's Bambū shoppe at any time at Bambu's expense, without prior notification to Franchisee. Bambu may make the results of any such service evaluation available to Franchisee, in Bambu's sole discretion.

15. MARKS, TRADE NAMES AND PROPRIETARY INTERESTS

15.1 **Marks**. Franchisee acknowledges that Bambu has the sole right to own, license and control Franchisee's use of the "BAMBŪ®" service mark and other of the Marks, and that such Marks shall remain under the sole and exclusive ownership and control of Bambu. Franchisee acknowledges that it has not acquired any right, title or interest in such Marks except for the right to use such marks in the operation of its Bambū shoppe as it is governed by this Agreement. Franchisee agrees not to contest or oppose, nor to assist anyone else to contest or oppose, Bambu's application for, or registration of, any of the Marks, or the validity or ownership of the Marks. Except as permitted in the FRC Materials, Franchisee shall not use any of the Marks as part of an electronic mail address, or on any sites on the Internet and Franchisee shall not use or register any of the Marks as part of a domain name on the Internet.

15.2 **No Use of Other Marks**. No service mark other than "BAMBŪ®" or such other Marks as may be specified by Bambu shall be used in the identification, marketing, promotion or operation of the Bambū shoppe.

15.3 **Bambū system**. Franchisee acknowledges that Bambu owns and controls the distinctive plan for the establishment, operation and promotion of the Bambū shoppe and all related Bambū system of doing business, previously defined as the "**Bambū system**", which include, but are not limited to, Bambu's standards and specifications for the franchised site, premises, leasehold improvements, interior finish, equipment, supplies, materials, inventory type and control, technical equipment standards, order fulfillment methods, customer relations, marketing techniques, written promotional materials, advertising, accounting systems, drink and food item preparation information, menu items, food preparation methods and any applicable food handler requirements and safety standards, all of which constitute confidential trade secrets of Bambu. Franchisee acknowledges that Bambu has valuable rights in and to such trade secrets. Franchisee further acknowledges that it has not acquired any right, title or interest in the Bambū system except for the right to use the Bambū system in the operation of the Bambū shoppe as it is governed by this

Agreement and that it is obligated to maintain the confidentiality of the Bambū system in accordance with Section 21.3 below.

15.4 Mark Infringement. Franchisee shall notify Bambu in writing of any possible infringement or illegal use by others of a trademark the same as or confusingly similar to the Marks which may come to its attention. Franchisee acknowledges that Bambu shall have the right, in its sole discretion, to determine whether any action will be taken on account of any possible infringement or illegal use. Bambu may commence or prosecute such action in Bambu's own name and may join Franchisee as a party to the action if Bambu determines it to be reasonably necessary for the continued protection and quality control of the Marks and Bambū system. Bambu shall bear the reasonable cost of any such action, including attorneys' fees. Franchisee must fully cooperate with Bambu in any such litigation.

15.5 Franchisee's Business Name. Franchisee acknowledges that Bambu and affiliates of Bambu have a prior and superior claim to the "Bambū" trade name. Franchisee shall not use the word "Bambū" or words that are confusingly similar, in the legal name of its corporation, partnership, limited liability company or any other business entity used in conducting the business provided for in this Agreement. Franchisee also agrees not to register or attempt to register a trade name using the word "Bambu," "Bambū," or words that are confusingly similar, in Franchisee's name or that of any other person or business entity, without prior written consent of Bambu. Franchisee shall not hold itself out as "Bambu Franchising LLC," "Chè," "Bambu Dessert Drinks," "Bambu," "Bambū," or as being associated with Bambu in any manner other than as a franchisee or licensee or as being associated with any affiliate of Bambu and shall comply with the terms of Section 20.1. Franchisee shall, in all advertising and promotion, promotional materials, letterhead, and e-mails, display its business name only in obvious conjunction with the phrase "Bambū Licensee" or "Bambū Franchisee" or with such other words and in such other phrases to identify itself as an independent owner of the Bambū shoppe, as may from time to time be prescribed in the FRC Materials.

15.6 Change of Marks and Bambū system. Bambu may in its sole discretion, discontinue, change, modify or alter the Marks and the Bambū system by, among other things, adopting or developing new trademarks, trade names, service marks, copyrighted materials, new products, drink and food item preparation information or recipes, new equipment, new signage or new operational techniques ("**Alterations**"). If Bambu shall make any Alterations to the Marks or Bambū system, Franchisee shall, within a reasonable time after receipt of written notice of such Alteration from Bambu, take such action, at Franchisee's sole expense, as may be necessary to comply with such required Alteration. Franchisee shall not unilaterally change, alter or modify the Marks or Bambū system in any way without Bambu's prior written consent which may be withheld in Bambu's sole discretion. Franchisee's approved changes or improvements to the Bambū system or the Marks shall inure to the exclusive benefit of Bambu.

15.7 Creative Ownership. All copyrightable or patentable works, and all discoveries, developments, designs, improvements, inventions or other information of a proprietary nature created by Franchisee or any of its owners, officers or employees in connection with the shoppe, including but not limited to any enhancements or improvements in the Bambū system, shall be the sole property of Bambu. Franchisee shall assign, or cause its owner, officer or employee to assign, all proprietary rights, including copyrights, in these works to Bambu without additional consideration. Franchisee hereby assigns and will execute (or will cause its owner, officer or employee to assign and execute) such additional assignments or documentation to effectuate the assignment of all intellectual property, inventions, drink and food item preparation information, recipes, copyrights, trademarks and trade secrets developed in part or in whole in relation to the shoppe, during the term of this Agreement, as Bambu may deem necessary in order to enable it, at its expense, to apply for, prosecute and obtain copyrights, patents, trademarks or other proprietary rights in the United States and in foreign countries or in order to transfer to Bambu all right, title, and interest in said property. Franchisee shall promptly disclose to Bambu all inventions, drink and food item preparation information, recipes, discoveries, improvements, creations, patents, copyrights, trademarks and

confidential information relating to the shoppes and the Bambū system which it or any of its owners, officers or employees has made or may make solely, jointly or commonly with others and shall promptly create a written record of the same.

15.8 **Protection of Marks**. Bambu may, in its sole discretion but with reasonable notice to Franchisee, enter into the Franchised Location to make any Alteration required for the protection of the Marks and Bambū system, including but not limited to the signs, furniture, fixtures, trade dress of the shoppe, if Franchisee refuses to make any Alteration required by the FRC Materials or under the terms of this Agreement. If Bambu elects to make such Alteration on Franchisee's behalf, Bambu reserves the right to charge Franchisee for all expenses incurred by Bambu in connection with such Alteration including Bambu's travel, lodging, and meal expenses, telephone charges and other identifiable expenses (such as construction and materials), plus a fee based on the time spent by each of Bambu's employees or agents on behalf of Franchisee.

15.9 **Business Records**. Franchisee acknowledges and agrees that Bambu owns all records ("**Business Records**") with respect to customers and employees of, and/or related to, Franchisee's Bambū shoppe; including, without limitation, all databases (whether in print, electronic or other form) with customer and potential customers, names, addresses, phone numbers, email addresses, and customer purchase records, and all other records contained in the database. Franchisee further acknowledges and agrees that, at all times during and after the termination, expiration or cancellation of this Agreement, Bambu may access such Business Records, and may utilize, transfer, or analyze such Business Records as Bambu determines to be in the best interest of the Bambū system, in Bambu's sole discretion.

16. REPORTS, RECORDS AND FINANCIAL STATEMENTS

16.1 **Franchisee Reports**. Franchisee shall establish, maintain and use, at its own expense, Bambu's approved bookkeeping and accounting systems that accurately reflect the conduct of business at the Franchised Location. Franchisee shall only use accounting programs approved by Bambu. Bambu reserves the right to require that Franchisee provide access to or copies of certain data upon reasonable request. Franchisee shall supply to Bambu such types of reports in a manner and form as Bambu may from time to time reasonably require including without limitation daily, weekly or monthly sales, labor and inventory reports.

16.2 **Records Use and Access**. Bambu reserves the right to disclose data derived from all financial operational reports received from Franchisee, without identifying Franchisee except to the extent identification of Franchisee is required by law. Franchisee consents to Bambu obtaining information regarding the shoppe and its operations from third parties with whom Franchisee does business, as and when deemed necessary by Bambu.

16.3 **Verification**. Each report to be submitted to Bambu pursuant to this Agreement shall be signed manually or electronically, as the case may be, and verified by Franchisee if so requested by Bambu.

16.4 **Financial Records**. Franchisee shall maintain all books and digital financial records for its Bambū shoppe, as set forth in the OOM, and shall preserve these records as required by any applicable rule, regulation or statute. Any reports, books, records or financial information provided by Franchisee to its landlord or the landlord's agent shall also be provided to Bambu simultaneously.

16.5 **Records Review**. If Franchisee is required to provide any financial records of the Bambū shoppe to any landlord, lender, or other third party pursuant to the terms of any lease, loan agreement, or other agreement, whether written or oral, then Franchisee shall provide to Bambu a copy of those records at the same time they are provided to the third party.

16.6 Financial Performance Data and Use. Franchisee shall submit to Bambu current financial statements and other reports as Bambu may request to evaluate or compile research and performance data on any operational aspect of its Bambū shoppe. Bambu may also pull this data from other reports and information provided by Franchisee hereunder. Franchisee authorizes Bambu to utilize this information to prepare a financial performance representation, to release this information as necessary to substantiate any financial performance representation made by Bambu, to share such information in summary form as Bambu deems necessary or desirable to share with other franchisees at any annual convention or other franchise business meetings, or in any other manner and with any other parties that Bambu deems appropriate without obtaining any further written consent of Franchisee. All financial information transmitted by Franchisee to Bambu pursuant to this Agreement shall be owned by Bambu as part of the Business Records as defined in Section 15.9 above, with no duty on the part of Bambu to account to Franchisee with respect to the use and exploitation of the same.

17. TRANSFER

17.1 Transfer by Franchisee. The franchise granted herein is personal to Franchisee and, except as stated below, Franchisee shall not transfer, assign, sub-franchise or convey this Agreement or any interest hereunder nor purport to do so without Bambu's prior written consent which consent will not be unreasonably withheld. Franchisee acknowledges that prior to approving any transfer, Bambu may impose reasonable conditions on Franchisee and its purported transferee in addition to those conditions listed in Section 17.2. As used in this Agreement, the term "**transfer**" shall mean and include the voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition by Franchisee (or any of its owners) of any interest in: (1) this Agreement; (2) the ownership of Franchisee; or (3) the shoppe or any assets of the shoppe. The term "**transfer**" shall also mean and include any change in Franchisee resulting from a divorce, insolvency, corporate or partnership dissolution proceeding, merger, change of control, those transfers described in Section 17.5, by operation of law or, in the event of the death of Franchisee, or an owner of Franchisee by will, declaration of or transfer in trust or under the laws of intestate succession.

17.2 Pre-Conditions to Franchisee's Transfer. Franchisee shall not transfer its rights under this Agreement or any interest in it, or any part or portion of any business entity that owns it or all or a substantial portion of the assets of the Bambū shoppe, unless: (1) the shoppe has already opened for business and has been operating for at least 30 days; and (2) Franchisee obtains Bambu's written consent and complies with all of the following requirements:

a. Payment of all amounts due and owing pursuant to this Agreement by Franchisee to Bambu or its affiliates or to third parties holding a security interest in any asset of the franchised business and Franchisee is otherwise in full compliance with this Agreement.

b. Agreement by the proposed transferee to satisfactorily complete any training program required by Bambu for transferee at the Bambū shoppe location, which training may be completed by the transferee either prior to or immediately after assignment of this Agreement, with Franchisee or the transferee paying Bambu's then-current published rate for that training.

c. Execution of a Franchise Agreement (for the same type of franchise as granted by this Agreement or an equivalent type then offered as determined by Bambu) and any ancillary documents, such as the Guaranty and Assumption of Franchisee's Obligations and Nondisclosure and Noncompetition Agreement, in a form then currently offered and required by Bambu, which shall supersede this Agreement in all respects. If a new Franchise Agreement is signed, the terms thereof may differ substantially from the terms of this Agreement; provided, however, the transferee will not be required to pay any additional initial franchise fee.

d. Provision by Franchisee of written notice to Bambu 30 days prior to the proposed effective date of the transfer, such notice to contain information reasonably detailed to enable Bambu to evaluate the terms and conditions of the proposed transfer, an which at a minimum includes a written offer from the proposed transferee.

e. The proposed transferee shall have provided information to Bambu sufficient for Bambu to assess the proposed transferee's business experience, aptitude and financial qualification, and Bambu shall have ascertained that the proposed transferee meets such qualifications.

f. Execution by Franchisee of a general release, in a form satisfactory to Bambu, of any and all claims against Bambu, its affiliates and their respective officers, directors, members, managers, employees and agents.

g. Payment by Franchisee or the proposed transferee of a transfer fee ("**Transfer Fee**") in the amount set forth in Attachment I. Bambu also reserves the right to charge Franchisee its then-current rate for any training for transferee and its representatives. The Transfer Fee is payable in accordance with the terms in Attachment I.

h. Agreement by Franchisee to abide by the post-termination covenant not to compete set forth in Section 21.2 below.

i. If so requested by Bambu, Franchisee, at its expense, shall upgrade the shoppe to conform to the then current standards and specifications of new shoppes then-being established pursuant to the Bambū system, and shall complete upgrading and other requirements within the time specified by Bambu.

j. The transferor shall remain liable for all of the obligations to Bambu in connection with the shoppe that arose prior to the effective date of the transfer, and any covenants that survive the termination or expiration of this Agreement, and shall execute any and all instruments reasonably requested by Bambu to evidence such liability.

17.3 Bambu's Approval of Transfer. Bambu has 30 days from the date of the written notice of the proposed transfer to approve or disapprove in writing of Franchisee's proposed transfer. Franchisee acknowledges that the proposed transferee shall be evaluated for approval by Bambu based on the same criteria as is then currently being used to assess new franchisees of Bambu and that such proposed transferee shall be provided, if appropriate, with such pre-transfer disclosures as may be required by state or federal law. Bambu's consent to one transfer shall not constitute consent or approval to any subsequent transfer.

17.4 Right of First Refusal. Franchisee grants to Bambu a 30-day right of first refusal to purchase such rights, interest or assets on the same terms and conditions as are contained in the written notice set forth in Section 17.2.d; provided, however, the following additional terms and conditions shall apply:

a. the right of first refusal will be effective for each proposed transfer and any material change in the terms or conditions of the proposed transfer shall be deemed a separate offer on which Bambu shall have a new 30-day right of first refusal;

b. the 30-day right of first refusal period will run concurrently with the period in which Bambu has to approve or disapprove the proposed transferee; and

c. if the consideration or manner of payment offered by a proposed transferee is such that Bambu may not reasonably be required to furnish the same, then Bambu may purchase the interest which is proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable

time on the cash consideration, such fair market value will be determined by three independent appraisers who collectively will conduct one appraisal. Bambu will appoint one appraiser, Franchisee will appoint one appraiser and those appraisers will appoint the third appraiser. Bambu and Franchisee will select their respective appraisers within 15 days after Bambu notifies Franchisee that Bambu is exercising the right of first refusal under this Section 17.4. The two appraisers will appoint the third appraiser within 15 days after the date on which the last of the appointed appraisers is appointed. Bambu and Franchisee will each bear the cost of their own appraiser and share equally the fees and expenses of the third appraiser. Bambu and Franchisee will instruct the three appraisers to complete the appraisal within 30 days after the third appraiser's appointment. If Bambu chooses not to exercise its right of first refusal, Franchisee shall be free to complete the transfer subject to compliance with Sections 17.2 and 17.3 under the terms and conditions of the proposal transfer.

17.5 Specific Types of Transfers. Franchisee acknowledges that Bambu's right to approve or disapprove of a proposed sale or transfer, and all other requirements and rights related to such proposed sale or transfer, as provided for above, shall apply (1) if Franchisee is a partnership or other business association, to the addition or deletion of a partner or members of the association or the transfer of any partnership or membership among existing partners or members; (2) if Franchisee is a corporation or limited liability company, to any proposed transfer or assignment of 15 percent or more of the ownership interests of Franchisee, whether such transfer occurs in a single transaction or several transactions and whether such transfer involves then issued and outstanding shares of stock or other ownership interest or newly issued shares or other ownership interest; and (3) if Franchisee is an individual, to the transfer from such individual or individuals to a corporation or other entity controlled by them, in which case Bambu's approval will be conditioned upon: (i) the continuing personal guarantee of the individual (or individuals) for the performance of obligations under this Agreement; (ii) a limitation on the corporation's or other entities' business activity to that of operating the Bambū shoppe and related activities; and (iii) other reasonable conditions. With respect to a proposed transfer as described in subsection (1) and (3) of this Section, Bambu will waive any transfer fee chargeable to Franchisee for a transfer and the right of first refusal set forth in Section 17.4 under these circumstances.

17.6 Assignment by Bambu. This Agreement is fully assignable by Bambu and shall inure to the benefit of any assignee or other legal successor in interest, and Bambu shall in such event be fully released from the same.

17.7 Franchisee's Death or Disability. Upon the death or permanent disability of Franchisee (or the individual controlling Franchisee entity), the executor, administrator, conservator, guardian or other personal representative of such person shall transfer Franchisee's interest in this Agreement or such interest in Franchisee entity to a third party approved by Bambu. Such disposition of this Agreement or such interest (including, without limitation, transfer by bequest or inheritance) shall be completed within a reasonable time, not to exceed 180 days from the date of death or permanent disability, and shall be subject to all terms and conditions applicable to transfers contained in this Article 17. Failure to transfer the interest in this Agreement or such interest in Franchisee entity within said period of time shall constitute a breach of this Agreement. For the purposes hereof, the term "**permanent disability**" shall mean a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent Franchisee or the owner of a controlling interest in Franchisee entity from supervising the management and operation of the Bambū shoppe for a period of 120 days from the onset of such disability, impairment or condition. In any event, there shall at all times be a Bambū Certified Team Leader designated to be responsible for the management of the shoppe on a full-time basis who has complied with all of Bambu's training requirements, regardless of any death or disability covered in this Section.

17.8 Public or Private Offering. Franchisee acknowledges that the written information used to raise or secure funds can reflect upon Bambu and the franchise system. Franchisee agrees to submit any written

information intended to be used for that purpose to Bambu at least 30 days before inclusion in any registration statement, prospectus or similar offering memorandum. Should Bambu object to any reference to Bambu, its affiliates, or the business of Bambu in the offering literature or prospectus, the literature or prospectus shall not be used until the objections are withdrawn. Notwithstanding the foregoing, Franchisee acknowledges and agrees that Franchisee may not engage in a public offering of securities without the prior written consent of Bambu, which may be withheld for any reason at Bambu's discretion.

18. TERM AND EXPIRATION

18.1 **Term**. The term of this Agreement is for a period of 10 years from the date of this Agreement, unless sooner terminated as provided herein. Franchisee agrees to operate the Bambū shoppe for the entire term of this Agreement.

18.2 **Continuation**. If for any reason, Franchisee continues to operate the shoppe beyond the term of this Agreement or any subsequent successor franchise period, it shall be deemed to be on a month-to-month basis under the terms of this Agreement and subject to termination upon 30 days' written notice or as required by law. If said holdover period exceeds 90 days, this Agreement is subject to immediate termination unless applicable law requires a longer period. Upon termination after any hold-over period, Franchisee and those in active concert with Franchisee, including family members, officers, directors, partners and managing agents, are subject to the terms of Sections 19.3, 19.4, 21.2 and 21.3 of this Agreement and all other applicable post-termination obligations contained in this Agreement.

18.3 **Rights Upon Expiration**. At the end of the initial term hereof Franchisee may acquire successor franchise rights for an additional term (provided Bambu does not refuse to offer a successor franchise in accordance with Section 18.5 below), if Franchisee complies with all of the following:

a. At least 30 days prior to expiration of the term, executes the form of Franchise Agreement then in use by Bambu (for the same type of franchise as granted by this Agreement or an equivalent type then offered as determined by Bambu), which may have terms substantially different than those set forth in this Agreement.

b. Has complied with all provisions of this Agreement during the current term, including the payment on a timely basis of all franchise fees, Royalty Fees, Marketing and Technology Fees, inventory purchases, and other fees due hereunder. "**Compliance**" shall mean, at a minimum, that Franchisee has not received any written notification from Bambu of breach hereunder more than 3 times during the term hereof.

c. Upgrades and/or remodels the Bambū shoppe and its operations at Franchisee's sole expense (the necessity of which shall be in the sole discretion of Bambu) to conform with the then current FRC Materials including, without limitation, shoppe facility and trade dress standards, or at the option of Franchisee, secure a substitute premises approved by Bambu and developed by Franchisee according to the Bambū system then applicable for Bambū shoppes.

d. You, your Bambū Certified Team Leaders and such other persons that Bambu may require, attend and successfully complete any additional training imposed by Bambu.

e. Executes a successor franchise rider in the form designated by Bambu which contains a general release of any and all claims against Bambu and its affiliates, and their respective officers, directors, employees and agents arising out of or relating to this Agreement.

f. Pays a successor franchise fee ("**Successor Franchise Fee**") to Bambu concurrently with the execution of the successor franchise agreement in the amount set forth in Attachment I.

18.4 **Exercise of Option for Successor Franchise**. Franchisee may exercise its option for a successor franchise by giving written notice of such exercise to Bambu not more than 270 nor less than 180 days prior to the scheduled expiration of this Agreement. Franchisee's successor franchise rights shall become effective by signing the Franchise Agreement then currently being offered to new franchisees of Bambu.

18.5 **Conditions of Refusal**. Bambu shall not be obligated to offer Franchisee a successor franchise upon the expiration of this Agreement if Franchisee fails to comply with any of the above conditions for acquiring successor franchise rights. In such event (except for failure to execute the then current Franchise Agreement or pay the Successor Franchise Fee), Bambu shall give Franchisee notice of expiration at least 180 days prior to the expiration of the term, and such notice shall set forth the reasons for such refusal to offer successor franchise rights. Upon the expiration of this Agreement, Franchisee shall comply with the provisions of Section 19.4 below.

19. DEFAULT AND TERMINATION

19.1 **Termination by Bambu - Effective Upon Notice**. Bambu shall have the right, at its option, to terminate this Agreement and all rights granted Franchisee hereunder, without affording Franchisee any opportunity to cure any default (except where expressly indicated and subject to any state laws to the contrary, where state law shall prevail), effective upon notice to Franchisee upon the occurrence of any of the following events:

a. **Abandonment**. If Franchisee ceases to operate the Bambū shoppe or otherwise abandons the Bambū shoppe for a period of three consecutive days, or any shorter period that indicates an intent by Franchisee to discontinue operation of the Bambū shoppe. Franchisee's suspension or termination of the shoppe's operation due to fire, flood, earthquake, epidemic or pandemic, or force majeure shall not be deemed abandonment.

b. **No Bambū Certified Team Leaders Present**. No Bambū Certified Team Leaders are present at, or are available upon Bambu's demand to be present at, the Bambū shoppe for three consecutive days.

c. **Insolvency; Assignments**. If Franchisee becomes insolvent or is adjudicated a bankrupt; or if any action is taken by Franchisee, or by others against Franchisee under any insolvency, bankruptcy or reorganization act, (this provision may not be enforceable under federal bankruptcy law, 11 U.S.C. §§ 101 et seq.); or if Franchisee makes an assignment for the benefit of creditors or a receiver is appointed by Franchisee.

d. **Unsatisfied Judgments; Levy; Foreclosure**. If any material judgment (or several judgments which in the aggregate are material) is obtained against Franchisee and remains unsatisfied or of record for 30 days or longer (unless a supersedeas or other appeal bond has been filed); or if execution is levied against Franchisee's business or any of the property used in the operation of the Bambū shoppe and is not discharged within five days; or if the real or personal property of Franchisee's business shall be sold after levy thereupon by any sheriff, marshal or constable.

e. **Criminal Conviction**. If Franchisee, or any of its owners, managing members, or Bambū Certified Team Leaders (collectively "**Principals**"), is convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of Bambu, to materially and unfavorably affect the Bambū system, Marks, goodwill or reputation thereof.

f. **Failure to Make Payments**. If Franchisee fails to pay any fees, inventory or supply payments, or any other amounts due Bambu or its affiliates, including any amounts which may be due as a

result of any subleases or lease assignments between Franchisee and Bambu, within five days after notice to Franchisee that such fees or amounts are overdue.

g. **Misuse of Marks**. If Franchisee misuses or fails to follow Bambu's directions and guidelines concerning use of Bambu's Marks and fails to correct the misuse or failure within 48 hours after notification from Bambu.

h. **Unauthorized Disclosure**. If Franchisee intentionally or negligently discloses to any unauthorized person the contents of or any part of Bambu's FRC Materials or any other trade secrets or confidential information of Bambu.

i. **Violation of Restrictive Covenants**. If Franchisee, its affiliates, Principals or any individual subject to the Restrictive Covenants described in Article 21 intentionally or negligently violates those covenants.

j. **Repeated Noncompliance**. If Franchisee has received two previous notices of default from Bambu and is again in default of this Agreement within a 12-month period, regardless of whether the previous defaults were cured by Franchisee.

k. **Unauthorized Transfer**. If Franchisee sells, transfers or otherwise assigns the Franchise, an interest in the Franchise or Franchisee entity, this Agreement, the Bambū shoppe or a substantial portion of the assets of the Bambū shoppe owned by Franchisee without complying with the provisions of Article 17 above.

l. **Insufficient Funds Checks**. If Franchisee tenders to Bambu or its affiliated companies a no account or insufficient funds check as payment for amounts due two or more times during the term of this Agreement.

m. **Health and Safety**. If Franchisee operates the shoppe in a manner that imminently endangers the public health or safety including, without limitation, failure to comply with the terms and conditions of any mandatory ingredient or product recall promptly upon receipt of notice from Bambu or public health officials of such recall.

n. **Misrepresentations**. If Franchisee (or any of the owners of Franchisee) have made or make material representations or omissions in acquiring the franchise or operating the shoppe.

o. **Purchase from Unapproved Supplier**. If Franchisee purchases any products, equipment, materials, supplies and programs for use or sale in its Bambū shoppe from a supplier who has not been approved or designated by Bambu for such item and fails to cure the default within 48 hours after notification from Bambu.

p. **Failure to Maintain Standards or Comply with FRC Materials**. If Franchisee fails to maintain the then current operating procedures and adhere to the specifications and standards established by Bambu as set forth herein or in the then current FRC Materials or otherwise communicated to Franchisee, and fails to cure the default within 48 hours.

q. **Sexual Harassment or Discrimination**. Bambu receives credible evidence, which it verifies to its satisfaction, that Franchisee, any of its Principals, or any other management level employee of Franchisee, has sexually harassed or intimidated any individual or intentionally engaged in any racial, ethnic, religious, sexual, or other offensive discrimination against any individual or group.

r. **Executive Order 13224. Patriot Act**. Franchisee, or any officer, director, member, manager, or partner of Franchisee (as applicable), or any Principal, violates or becomes subject to United States Executive Order 13224 or The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**Patriot Act**").

s. **Breach of Other Agreement**. Franchisee breaches the terms of any other agreement between Bambu and Franchisee and fails to cure said breach during any applicable cure period provided in the other agreement.

t. **Inadequate Guaranties**. Any guaranty of this Agreement fails to be a continuing obligation fully enforceable against the guarantor signing the guaranty, or there is any inadequacy of the guaranty or guarantor and the guarantor is unable to provide adequate assurances as required by Bambu.

u. **Filing Non-Compliant Legal Action.** Franchisee or any of the Franchisee Affiliates, as defined in Section 23.1, files or otherwise commences litigation, arbitration, or any other legal action against Bambu or any of the Bambu Affiliates, as defined in Section 23.1, that is not in compliance with the dispute resolution terms agreed upon in Article 23 as may be modified by any applicable rider in Attachment IV, and fails to dismiss such action within seven days after notification from Bambu.

19.2 Termination by Bambu - 30 Days' Notice. Bambu shall have the right to terminate this Agreement (subject to any state laws to the contrary, where state law shall prevail), effective upon 30 days' written notice to Franchisee, if Franchisee breaches any provision of this Agreement other than those provisions listed in Section 19.1 above and fails to cure the default during such 30-day period. In that event, this Agreement will terminate without further notice to Franchisee, effective upon expiration of the 30-day period. Defaults shall include, but not be limited to, any one the following:

a. **Deceptive Practices**. Franchisee engages in any unauthorized business or practice or sells any unauthorized product or service under Bambu's Marks or under a name or mark which is confusingly similar to Bambu's Marks.

b. **Failure to Obtain Consent**. Franchisee fails, refuses or neglects to obtain Bambu's prior written approval or consent as required by this Agreement.

Notwithstanding the foregoing, if the breach is curable, but is of a nature which cannot be reasonably cured within such 30-day period and Franchisee has commenced and is continuing to make good faith efforts to cure the breach during such 30-day period, Franchisee shall be given an additional reasonable period of time to cure the same, and this Agreement shall not automatically terminate without written notice from Bambu.

19.3 Right to Purchase. Except in the case of the grant of successor franchise rights under Article 18, upon termination or expiration of this Agreement for any reason, Bambu shall have the option to purchase the Bambū shoppe, or a portion of the assets of the Bambū shoppe, which may include, at Bambu's option, all of Franchisee's interest, leasehold or otherwise, in and to the real estate upon which the Bambū shoppe is located, and all buildings and other improvements related thereto. The purchase price for the assets to be transferred will be the fair market value of the assets, excluding any good will associated with the Marks, as mutually determined by Bambu and Franchisee, or if they are unable to mutually agree on the purchase price, by Bambu and Franchisee each choosing one independent appraiser who, in turn, choose a third independent appraiser, with the third appraiser's determination being binding upon the parties. The purchase price for the assets will be adjusted by setting off any amount then owing by Franchisee to Bambu, including any amounts paid by Bambu to cure Franchisee's defaults with third parties such as landlords (the decision to pay such cure amounts to be in the sole and absolute discretion of Bambu). Bambu and

Franchisee shall each pay the fees and expenses of their chosen appraisers and they shall evenly split the fees and expenses of the third appraiser. The following additional terms shall apply to Bambu's exercise of this option:

a. Bambu's option shall be exercisable by providing Franchisee with written notice of its intention to exercise the option no later than the effective date of termination, in the case of termination (unless Franchisee terminates without notice or Bambu terminates for cause, in which case Bambu shall have 30 days after receipt of actual notice of the termination or such additional time as is reasonably necessary given the circumstances), or at least 30 days prior to the expiration of the term of the franchise, in circumstances where no successor franchise is granted;

b. Bambu and Franchisee agree that the terms and conditions of this right and option to purchase may be recorded, if deemed appropriate by Bambu, in the real property records and Bambu and Franchisee further agree to execute such additional documentation as may be necessary and appropriate to effectuate such recording;

c. The closing for the purchase of the Bambū shoppe will take place no later than 60 days after written notice of Bambu's exercise of its option is given to Franchisee. Bambu has the unrestricted right to assign this option to purchase at any time prior to such closing. Bambu will pay the purchase price in full at the closing, or, at its option, in 24 equal consecutive monthly installments with interest at a rate equal to the prime lending rate as of the closing at Bambu's primary bank. Franchisee must sign all documents of transfer as are necessary for purchase of the Bambū shoppe by Bambu, which documents shall include all customary representations and warranties from Franchisee as to ownership, condition of and title to, the assets of the Bambū shoppe being transferred. All assets must be transferred free and clear of all liens and encumbrances, with all sales and transfer taxes paid by Franchisee. Franchisee and its owners further agree to sign general releases, in a form satisfactory to Bambu, of any and all claims against Bambu and its shareholders, member, managers, officers, directors, employees, agents, successors, and assigns; and

d. Franchisee agrees that it shall be obligated to operate the Bambū shoppe, according to the terms of this Agreement, during the period in which Bambu is deciding whether to exercise its option to purchase and until the closing takes place, and that a condition to closing is that the Bambū shoppe has remained open during that time period. Bambu may decide not to exercise its option to purchase at any time before closing if it determines that any of the conditions noted above have not been or cannot be satisfied.

In the event that Bambu does not exercise its right to purchase Franchisee's Bambū shoppe as set forth above, Franchisee will be free to keep or to sell, after such termination or expiration, to any third party, all of the physical assets of the Bambū shoppe; provided, however, that all Marks and Bambu's color scheme and trade dress are first removed in a manner approved in writing by Bambu.

19.4 Obligations of Franchisee Upon Termination or Expiration. Franchisee is obligated upon termination or expiration of this Agreement to immediately:

a. Pay to Bambu all fees, inventory and supply purchases and other charges owed to Bambu or its affiliates pursuant to this Agreement, or pursuant to any other agreement, whether written or oral, including subleases and lease assignments, between the parties, within 10 days of the date of termination or expiration. In the event of a termination due to a default by Franchisee, the amounts owed to Bambu shall include an amount equal to the monthly Royalty Fees that would have been payable for each month from the date of termination until the expiration date that would apply to this Agreement had it not been terminated.

b. Cease to identify itself as a Bambū franchisee or publicly identify itself as a former Franchisee or use any of Bambu's trade secrets, signs, symbols, devices, trade names, trademarks or other materials.

c. If the Franchisor does not exercise its option to purchase described in Section 19.3 above, cease to identify the Franchised Location as being, or having been, associated with Bambu and, if deemed necessary by Bambu, paint or otherwise change the interior and exterior of the shoppe to distinguish it from a Bambū shoppe and immediately cease using any proprietary mark of Bambu or any mark in any way associated with the Mark and Bambū system or any mark confusingly similar to the Mark.

d. Deliver to Bambu all signs, sign-faces, advertising materials, forms and other materials bearing any of the Marks or otherwise identified with Bambu and obtained by and in connection with this Agreement.

e. Immediately deliver to Bambu the OOM and other FRC Materials and all other information, software, documents and copies thereof which are proprietary to Bambu, including but not limited to all customer information contained in computer databases or otherwise, and deliver to Bambu Franchisee's POS System.

f. Promptly take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to its use of any Marks which are under the exclusive control of Bambu or, at the option of Bambu, assign the same to Bambu.

g. Notify all of Franchisee's service providers, including Internet and telephone service providers, Yelp, Google, and other online directory publishers of the termination or expiration of Franchisee's right to use any telephone number and any regular, classified or other telephone directory listings associated with any Mark and to authorize transfer thereof to Bambu or its designee. Franchisee acknowledges that, as between Franchisee and Bambu, Bambu has the sole rights to and interest in all telephone, and printed and online directory listings associated with any Mark. Franchisee authorizes Bambu, and hereby appoints Bambu and any of its officers as Franchisee's attorney-in-fact, to direct the telephone company and all telephone directory publishers to transfer any telephone, telecopy or facsimile machine numbers and directory listings relating to the Bambū shoppe to Bambu or its designee, should Franchisee fail or refuse to do so, and the telephone company and all telephone directory publishers may accept such direction or this Agreement as conclusive of Bambu's exclusive rights in such telephone numbers and directory listings and Bambu's authority to direct their transfer.

h. If applicable, take such action as may be required to remove from the Internet all sites and social media accounts referring to Franchisee's former Bambū shoppe or any of the Marks and to cancel or assign to Bambu, in Bambu's sole discretion, all rights to any domain names for any sites on the Internet and social media accounts that refer to Franchisee's former Bambū shoppe or any of the Marks.

i. Abide by all restrictive covenants set forth in Article 21 of this Agreement and, if exercised by Bambu, Bambu's option to purchase described in Section 19.3 of this Agreement.

19.5 Bambu's Right to Suspend Services on Franchisee's Default. If Bambu has provided Franchisee with a notice of any default pursuant to this Article 19, in addition to Bambu's other remedies, Bambu reserves the right, on behalf of itself and the Bambu Affiliates, to suspend any services to be provided by Bambu or any Bambu Affiliate or the sales of any products to Franchisee by Bambu or any Bambu Affiliate until such time as Franchisee cures the default. The services that may be suspended include but are not limited to any services related to advertising or promotion of Franchisee's Bambū shoppe such as the listing of Franchisee's Bambū shoppe on Bambu's website. The suspension may continue until Franchisee has

cured each default identified in the default notice from Bambu and Franchisee is deemed to be in good standing. Bambu reserves the right to charge the Franchisee a fee to recover any internal and third party costs incurred by Bambu and associated with the default process including reinstating and certifying Franchisee's Bambū shoppe to reopen for business. Franchisee is not relieved of any obligation to pay any fees during the term of any suspension. The rights afforded to Bambu in this Section 19.5 are in addition to any other rights of Bambu upon a default by Franchisee.

19.6 State and Federal Law. THE PARTIES ACKNOWLEDGE THAT IN THE EVENT THAT THE TERMS OF THIS AGREEMENT REGARDING TERMINATION OR EXPIRATION ARE INCONSISTENT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH LAW SHALL GOVERN THE FRANCHISEE'S RIGHTS REGARDING TERMINATION OR EXPIRATION OF THIS AGREEMENT.

20. BUSINESS RELATIONSHIP

20.1 Independent Businesspersons. The parties acknowledge that each of them are independent businesspersons, that their only relationship is by virtue of this Agreement and that no fiduciary relationship is created hereunder. Neither party is liable or responsible for the other's debts or obligations, nor shall either party be obligated for any damages to any person or property directly or indirectly arising out of the operation of the other party's business authorized by or conducted pursuant to this Agreement. Neither Bambu nor Franchisee will hold themselves out to be the agent, employer or partner of the other and neither Bambu nor Franchisee has the authority to bind or incur liability on behalf of the other. All employees hired by or working for Franchisee shall be the employees of Franchisee and shall not, for any purpose, be deemed employees of Bambu or subject to Bambu's control. Neither this Agreement nor the course of conduct between Bambu and Franchisee is intended, nor may anything in this Agreement (or the course of conduct) be construed, to state or imply that Bambu is the employer of Franchisee's Authorized Representatives, or vice versa. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and operations. Notwithstanding any other provisions in this Agreement, Bambu shall not be responsible for supervising the activities of Franchisee's Bambū shoppe or ensuring that the Bambū shoppe is operated in compliance with applicable laws. Franchisee shall conspicuously post a notice in the shoppe identifying the Franchised Location as being individually owned and operated by Franchisee.

20.2 Payment of Third Party Obligations. Bambu shall have no liability for Franchisee's obligations to pay any third parties, including without limitation, any product vendors, or any sales, use, service, occupation, excise, gross receipts, income, property or other tax levied upon Franchisee, Franchisee's property, the Bambū shoppe or upon Bambu in connection with the sales made or business conducted by Franchisee (except any taxes Bambu is required by law to collect from Franchisee with respect to purchases from Bambu).

20.3 Indemnification. Franchisee shall indemnify, defend and hold harmless Bambu, its subsidiaries, parents and affiliates, and their respective shareholders, directors, officers, managers, members, employees, agents, successors and assignees (the "**Indemnified Parties**"), against, and to reimburse them for all claims, obligations and damages described in this Section 20.3, any and all third party obligations described in Section 20.2 and any and all claims and liabilities directly or indirectly arising out of the operation of the Bambū shoppe or arising out of the use of the Marks and Bambū system in any manner not in accordance with this Agreement, including without limitation any claims alleging violations of any laws including labor and employment laws. For purposes of this indemnification, claims shall mean and include all obligations, actual and consequential damages and costs reasonably incurred in the defense of any claim against the Indemnified Parties, including, without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel, lodging, and

meal expenses. This indemnification includes any claims arising from the acts or omissions of Franchisee's employees and agents. Bambu shall have the right to defend any such claim against it. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

21. RESTRICTIVE COVENANTS

21.1 **Non-Competition During Term**. Franchisee acknowledges that, in addition to the license of the Marks hereunder, Bambu has also licensed commercially valuable information which comprises and is a part of the Bambū system, including without limitation, operations, marketing, advertising and related information and materials and that the value of this information derives not only from the time, effort and money which went into its compilation, but from the usage of the same by all the franchisees of Bambu using the Marks and Bambū system. Therefore, other than the Bambū shoppe licensed herein or authorized by separate agreement with Bambu, neither Franchisee nor any of Franchisee's officers, directors, shareholders, members, managers or partners, nor any member of his or their immediate families, shall during the term of this Agreement:

a. have any direct or indirect controlling interest as a disclosed or beneficial owner in a "Competitive Business" as defined below;

b. perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business; or

c. divert or attempt to divert any business related to, or any customer or account of the Bambū shoppe, Bambu's business or any other Bambū franchisee's business, by direct inducement or otherwise, or divert or attempt to divert the employment of any employee of Bambu or another franchisee licensed by Bambu to use the Marks and Bambū system, to any Competitive Business by any direct inducement or otherwise.

The term "**Competitive Business**" as used in this Agreement shall mean any business operating, or granting franchises or licenses to others to operate, a retail or wholesale business deriving more than 10 percent of its gross receipts from preparation of or sale of teas, fruit dessert drinks, coffee, or other products now or in the future offered or sold by Bambū shoppes. Notwithstanding the foregoing, Franchisee shall not be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent 5 percent or less of that class of securities issued and outstanding.

The term "**immediate family**" as used in this Article 21 shall mean and include any spouse, domestic partner, children, parents or siblings.

21.2 **Post-Termination Covenant Not to Compete**. Upon termination or expiration of this Agreement for any reason, Franchisee and its officers, directors, shareholders, members, managers and/or partners agree that, for a period of two years commencing on the effective date of termination or expiration, or the date on which Franchisee ceases to conduct business, whichever is later, neither Franchisee nor its officers, directors, shareholders, members, managers and/or partners shall have any direct or indirect interest (through a member of any immediate family of Franchisee or its owners or otherwise) as a disclosed or beneficial owner, investor, partner, director, officer, member, employee, consultant, representative or agent or in any other capacity in any Competitive Business, defined in Section 21.1 above, located or operating within a 10 mile radius of the Franchised Location, within 10 miles of any other franchised Bambū shoppe or, within 10 miles of any company or affiliate owned Bambū shoppe. If Franchisee or any of the affiliated parties breaches this Section, the two-year period shall start on the date that such person is enjoined from

competing or stops competing, whichever is later. Franchisee and its officers, directors, shareholders, members, managers and/or partners acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive them of their personal goodwill or ability to earn a living. If the restrictions concerning the time duration, geography, affected individuals or entities, or breadth of activity contained in Sections 21.1 and 21.2 are held to be unenforceable under any applicable law, the arbiter of any dispute regarding this Agreement is hereby authorized to and shall make only such limited changes as are necessary to make the restrictions enforceable.

21.3 Confidentiality of Proprietary Information. Franchisee and Bambu acknowledge that the distinctive business format, plans, operating methods, ingredients and cooking recipes, drink and food item preparation information, menu, workflow processes, marketing systems, manuals, product formulas, trademarks, proprietary marks and information and know-how of Bambu which are developed and utilized in connection with the Bambū system are proprietary and confidential ("**Confidential Information**"). Such Confidential Information is unique, exclusive property and a trade secret of Bambu and has valuable goodwill associated with it. Franchisee acknowledges that any unauthorized disclosure or use of the Confidential Information would be wrongful and would cause irreparable injury and harm to Bambu. It is understood that Confidential Information is deemed to include, without limitation, drink and food item preparation information, ingredients and cooking recipes, menus, food preparation techniques and methods, customer and loyalty member lists, vendor lists, any and all information contained in the FRC Materials, and any information of whatever nature which gives Bambu and its affiliates an opportunity to obtain an advantage over its competitors who do not have access to, know or use such techniques, methods, lists, written materials or information. Franchisee further acknowledges that Bambu has expended a great amount of effort and money in obtaining and developing the Confidential Information, that it would be very costly for competitors to acquire or duplicate the Confidential Information and that any unauthorized disclosure of such Confidential Information shall cause irreparable harm to Bambu. Consequently, Franchisee shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use, directly or indirectly, for its own benefit or for the benefit of any person, firm, corporation or other entity other than for the use of Bambu or Franchisee's shoppe, any of the Confidential Information of Bambu or its affiliates. Bambu and Franchisee agree that the Confidential Information does not include information that is generally available to the public.

21.4 Confidentiality Agreements. Bambu reserves the right to require that Franchisee cause each of its officers, directors, partners, shareholders, members, managers, and employees (including employed Bambū Certified Team Leaders) who have access to the Confidential Information, and their immediate family members, to execute and submit to Bambu a Nondisclosure and Noncompetition Agreement containing the above restrictions, in a form approved by Bambu containing the restrictive covenants of this Agreement. If Bambu requires any immediate family member to execute a Nondisclosure and Noncompetition Agreement subsequent to the execution of this Agreement by Franchisee, Franchisee must use its best efforts to cause that immediate family member to execute the Nondisclosure and Noncompetition Agreement. Franchisee will provide to Bambu a copy of each Nondisclosure and Noncompetition Agreement signed by any such individual immediately following its execution and thereafter upon Bambu's request.

21.5 Non-Disparagement. Franchisee agrees that it shall not take any action or make any statements to any third parties that would constitute a criticism, denigration or disparagement of Bambu or its Bambū system or would tend to be injurious to the reputation or goodwill of Bambu or its Marks, or which in any manner may interfere with the business affairs or business relations of Bambu.

21.6 Interpretation. All parties to this Agreement acknowledge that this Article has been fully negotiated and has been entered into freely. This Article shall not be interpreted against either party as drafter.

21.7 Claims Are Not Defenses to Covenants. Franchisee expressly agrees that the existence of any claim it may have against Bambu, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Bambu of the covenants of this Article 21. Franchisee further agrees that Bambu shall be entitled to set off from any amount owed by Bambu to Franchisee any loss or damage to Bambu resulting from Franchisee's breach of this Article 21.

22. INSURANCE

22.1 Insurance Coverage. Franchisee shall procure and maintain the types of insurance as set forth in the FRC Materials or other writings provided by Bambu, with the limits prescribed in the FRC Materials or other writings provided by Bambu. All of the required policies of liability insurance shall name Bambu, together with any third parties required by Bambu to be named, as additional named insureds and shall provide for a 30-day advance written notice to Bambu of cancellation. Bambu has the right to change the types of insurance Franchisee is required to maintain and the minimum amount of insurance Franchisee is required to maintain by giving Franchisee 60 days' prior notice.

22.2 Proof of Insurance Coverage. Franchisee will provide certificates or other acceptable proof of insurance to Bambu prior to commencement of operations at its Bambū shoppe or upon any changes in the required insurance required by Bambu. New certificates evidencing renewal of insurance shall be furnished at least 30 days prior to the date of expiration of each policy. These certificates or such other proof provided must show that the insurer has been authorized to inform Bambu in the event any policies lapse or are cancelled. Additionally, within five business days of any request by Bambu, Franchisee shall deliver a copy of all insurance policies to Bambu for examination. Noncompliance with the insurance provisions set forth herein shall be deemed a material breach of this Agreement; in the event of any lapse in insurance coverage, in addition to all other remedies, Bambu shall have the right to demand that Franchisee cease operations of the Bambū shoppe until coverage is reinstated, or, in the alternative, pay any delinquencies in premium payments and charge the same back to Franchisee.

23. DISPUTE RESOLUTION

23.1 Arbitration.

a. Except as set forth in Section 23.4, all controversies, disputes, claims, causes of action and/or alleged breaches or failures to perform between Bambu, its subsidiaries and affiliated companies, and/or its or their shareholders, members, managers, officers, directors, agents, employees and attorneys, in their representative capacity (collectively, the "**Bambu Affiliates**"), on the one side, and Franchisee, and its affiliated companies and/or its or their Bambū Certified Team Leaders, employees, officers, directors, owners, and/or guarantors (collectively, the "**Franchisee Affiliates**"), on the other side, if applicable, arising out of or related to: (1) this Agreement; (2) the relationship of the parties; (3) the validity of this Agreement; or (4) any Bambū system will be submitted for binding arbitration to either the Judicial Arbiter Group ("**JAG**") or the American Arbitration Association ("**AAA**"), as selected by the party submitting the demand.

b. Arbitration proceedings will be conducted in Denver, Colorado and will be heard by one arbitrator in accordance with the then current rules of the AAA that apply to commercial arbitration. The decision as to whether a claim is subject to mandatory arbitration shall be made by an arbitrator, not a court, except that the decision whether the arbitration may proceed as a class action shall be made by a court. The

arbitrator shall be a resident of the State of Colorado knowledgeable of Colorado law and fluent in English. The arbitration proceeding and all other hearings shall be conducted in English only, although Franchisee shall have the right, at Franchisee's option and sole expense, to have a translator present at the proceeding or other hearings. The expense of a translator shall not be considered a cost or expense related to an action pursuant to Section 24.6 of this Agreement. The parties further agree that, in connection with any such arbitration proceeding, each will file any compulsory counterclaim, as defined by Rule 13 of the Federal Rules of Civil Procedure, within 30 days after the date of the filing of the claim to which it relates.

c. Any party to an arbitration proceeding may apply to the arbitrator for reasonable discovery from the other. In this Agreement, "reasonable discovery" means a party may submit no more than 10 interrogatories, including subparts, 25 requests for admission, 25 document requests, and three depositions per side of the dispute. The foregoing discovery rights and limitations shall control over any contradictory discovery rules of AAA, unless the parties agree otherwise.

d. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witnesses. In such event, the other party, at the discretion of the arbitrator, shall be required to present evidence and legal argument either at a hearing or by documents and affidavits. Such waiver shall not allow for an award against the non-paying party in the absence of evidence presented as provided above.

23.2 Arbitration Award. Subject to Sections 23.6 and 23.8 below, the arbitrator will have the right to award or include in the award any relief available and appropriate under the applicable law (as set forth in Section 23.5) and this Agreement. Any award shall be based on established law and shall not be made on broad principles of justice and equity. The award and decision of the arbitrator will be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction. This Section will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

23.3 Limitations on Proceedings.

a. Bambu and Franchisee agree that arbitration will be conducted on an individual basis only. Neither party shall commence any arbitration with a third party against the other, or join with any third party in any arbitration involving Bambu and Franchisee other than the Bambu Affiliates and the Franchisee Affiliates. Further, neither Bambu nor Franchisee shall attempt to consolidate or otherwise combine in any manner an arbitration proceeding involving Bambu and Franchisee with another arbitration of any kind, nor shall Bambu or Franchisee attempt to certify a class or participate as a party in a class action against the other.

b. The foregoing notwithstanding, in the event Franchisee controls, is controlled by or is in active concert with another franchisee, distributor, or developer of Bambu, or there is a guarantor of some or all of the Franchisee's obligations to Bambu, then the joinder of those parties to any arbitration between Bambu and Franchisee shall be permitted, and in all events, the joinder of an owner, director, officer, manager, partner or other representative or agent of Franchisee shall be permitted.

c. Franchisee agrees that no claims may be brought on its behalf or on behalf of any of the Franchisee Affiliates by any third party, including but not limited to any association representing Franchisee.

23.4 Exceptions to Arbitration. Notwithstanding the terms of Section 23.1 or any other provisions in this Agreement:

a. Any actions brought which are primarily related to or based on Marks or to enforce the provisions of Article 21 of this Agreement may be brought by Bambu, at its option, either (i) in a court of competent jurisdiction or (ii) in arbitration pursuant to Section 23.1. Further, in the event that Franchisee brings any claims to contest or oppose Bambu's application for, or registration of, any of the Marks, or the validity or ownership of the Marks (notwithstanding those prohibitions in Section 15.1 above), Franchisee agrees that such actions must be brought in a court of competent jurisdiction under Section 23.5.

b. If an action is based on a separate agreement or instrument between Franchisee or any of the Franchisee Affiliates and Bambu or any of the Bambu Affiliates, such as a promissory note or lease, the dispute resolution procedure in that agreement or instrument will control rather than Section 23.1; provided, that, at Bambu's sole option, any claim of Bambu or any Bambu Affiliates against Franchisee or any of the Franchisee Affiliates based on such other agreement or instrument may be brought in arbitration in conjunction with a dispute between the parties that is subject to arbitration under Section 23.1, regardless of any provisions to the contrary contained in that other agreement or instrument.

c. Bambu and Franchisee will each have the right in a proper case to obtain temporary or preliminary injunctive relief from a court of competent jurisdiction. Each party agrees that the other party may have such temporary or preliminary injunctive relief, without bond, but upon due notice, and with the sole remedy in the event of the entry of such injunctive relief being the dissolution of such injunctive relief, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of such injunction being expressly waived by each party). Any such action will be brought as provided in Section 23.5 below.

23.5 Governing Law/Consent to Jurisdiction/Waiver of Jury Trial. The United States Federal Arbitration Act shall govern all questions about the enforceability of Sections 23.1 and 23.2, and the confirmation of any arbitration awards pursuant to such procedures, and no arbitration issues are to be resolved pursuant to any other statutes, regulations or common law. Otherwise, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or applicable International trademark law, this Agreement shall be interpreted under the laws of the State of Colorado U.S.A. and any dispute between the parties shall be governed by and determined in accordance with the internal substantive laws, and not the laws of conflict, of the State of Colorado U.S.A., which laws shall prevail in the event of any conflict of law. Notwithstanding the foregoing, the parties agree that the Colorado Consumer Protection Act (COLO. REV. STAT. ANN. Sections 6-1-101, et seq.) shall not apply to this Agreement or any disputes between the parties. Franchisee and Bambu have negotiated regarding a forum in which to resolve any disputes that arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding not subject to mandatory arbitration, as specified in Sections 23.1 and 23.4 above, involving Franchisee and/or the Franchisee Affiliates, on the one side, and Bambu and/or the Bambu Affiliates, on the other side, both parties agree that the exclusive venue for disputes between them shall be in the state and federal courts of Colorado U.S.A., and each waive any objection either may have to the personal jurisdiction of or venue in the state and federal courts of Colorado U.S.A. Notwithstanding the foregoing, any legal proceeding by Bambu or any Bambu Affiliate not subject to mandatory arbitration may be brought in any court of competent jurisdiction in the country, state, province, or other geographic area in which Franchisee's shoppe is located or in which Franchisee or any Franchisee Affiliate resides or owns assets. **IF A CLAIM MAY BE BROUGHT IN COURT, THEN BAMBU, THE BAMBU AFFILIATES, FRANCHISEE AND THE FRANCHISEE AFFILIATES EACH WAIVE THEIR RIGHTS TO A TRIAL BY JURY.**

23.6 **No Punitive or Consequential Damages**. Except for Franchisee's obligation to indemnify Bambu under Section 20.3 above, as specifically permitted elsewhere in this Agreement, or as may be required by statute, neither Bambu or any of the Bambu Affiliates, on the one side, nor Franchisee or any of the Franchisee Affiliates, on the other side, shall be liable to the other for punitive, consequential, or other damages not measured by the other party's actual damages, in any action between the parties.

23.7 **Limitation on Actions**. Notwithstanding anything contained in this Agreement to the contrary, any and all claims and actions arising out of or relating to this Agreement, the relationship between Franchisee and Bambu, or Franchisee's operation of the Bambū shoppe shall be commenced within one year from the occurrence of the facts giving rise to the claim or action.

23.8 **No Recourse**. Franchisee agrees that its sole recourse for claims (whether in contract or in tort, in law or in equity, or granted by statute) arising between the parties shall be against Bambu or its successors and assigns. Franchisee agrees that the shareholders, directors, officers, employees, managers, members, and agents of Bambu and its affiliates (the "**Nonparty Affiliates**") shall not be personally liable nor named as a party in any action between Bambu and Franchisee. To the maximum extent permitted by law, Franchisee waives any such claims against such Nonparty Affiliates.

24. MISCELLANEOUS PROVISIONS

24.1 **Modification**.

a. This Agreement may only be modified upon execution of a written agreement between Bambu and Franchisee or, at Bambu's option, upon notice of the approval of a Super-Majority as defined in Section 24.1.b below. Unless prohibited by law or waived by Bambu, Franchisee must provide a general release of any and all claims against Bambu if Franchisee requests and Bambu consents to modify any provisions of this Agreement after it has been signed.

b. This Agreement may be modified by Bambu at its option whenever Bambu and a Super-Majority, as hereinafter defined, of franchisees and licensees of Bambu agree to any such modification. A "**Super-Majority**" of Bambu franchisees or licensees shall consist of the owners of at least 75 percent of all Bambū shoppe franchises and licenses, or, if only a portion of Bambū shoppes are affected by the modification, at least 75 percent of those Bambū shoppe franchises and licenses affected by the modification. Whenever a modification is approved by a Super-Majority, Bambu may elect to treat the modification as effective to all franchisees and licensees or the applicable group thereof, including Franchisee, to the same extent and in the same manner as if the modification was unanimously approved by them, and regardless of whether Franchisee may or may not desire to be bound by the modification. Bambu shall provide Franchisee with notice of any modification to this Agreement based on a Super-Majority approval at least 30 days prior to the date such modification is to be effective. By signing this Agreement, Franchisee appoints the officers of Bambu as its attorneys in fact with irrevocable power and authority to execute any such modification so approved.

c. Franchisee acknowledges that Bambu may modify its standards and specifications and operating, marketing, and other policies and procedures set forth in the FRC Materials unilaterally under any conditions and to the extent in which Bambu, in its sole determination, deems necessary or desirable. These modifications may include regional and local variations. Franchisee shall be bound by and incorporate into its shoppe these modifications. Franchisee may be obligated to invest additional capital in Franchisee's shoppe and incur higher operating costs based on these periodic modifications.

d. Bambu has the right to vary the franchise agreement and any standards, specifications, and techniques for a particular Bambu franchisee based on the circumstances related to the franchisee, its area

or territory, or any other condition. Franchisee shall not be entitled to require Bambu to grant Franchisee a similar variation.

24.2 **Entire Agreement**. This Agreement, including all attachments and addenda, contains the entire agreement between the parties and supersedes any and all prior agreements concerning the subject matter hereof. Franchisee acknowledges that it has not relied on any verbal representations or commitments made prior to the execution hereof and agrees that Bambu will not be liable or obligated for any claims of negligent or fraudulent misrepresentation based on any such verbal representations or commitments. Bambu does not authorize and will not be bound by any representation of any nature other than those expressed in this Agreement and in the most recent Franchise Disclosure Document ("**FDD**") provided to Franchisee by Bambu or its representatives in connection with this Agreement. Franchisee further acknowledges and agrees that no representations have been made to it by Bambu regarding projected sales volumes, market potential, revenues, profits of Franchisee's Bambū shoppe, or operational assistance other than as stated in this Agreement and in the most recent FDD provided to Franchisee by Bambu. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the franchise disclosure document that Bambu furnished to Franchisee.

24.3 **Delegation by Bambu**. From time to time, Bambu shall have the right to delegate the performance of any portion or all of its obligations and duties hereunder to third parties, whether the same are agents of Bambu or independent contractors which Bambu has contracted with to provide such services. Franchisee agrees in advance to any such delegation by Bambu of any portion or all of its obligations and duties hereunder.

24.4 **Effective Date**. This Agreement shall not be effective until accepted by Bambu as evidenced by dating and signing by an officer or manager of Bambu.

24.5 **Review of Agreement**. Franchisee acknowledges that it had a copy of this Agreement in its possession for a period of time not less than 14 calendar days or 10 full business days, whichever is required under applicable law, during which time Franchisee has had the opportunity to submit same for professional review and advice of Franchisee's choosing prior to freely executing this Agreement.

24.6 **Attorneys' Fees**. In the event of any dispute between the parties to this Agreement, in addition to all other remedies, the non-prevailing party in any legal action, arbitration or other proceeding shall pay the prevailing party all amounts due and all damages, costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such action or other proceeding.

24.7 **No Waiver**. No delay, waiver, omission or forbearance of any option, condition or covenant contained in this Agreement or failure to exercise a right or remedy by Bambu or Franchisee shall be considered to imply or constitute a further waiver by Bambu or Franchisee of the same or any other option, condition, covenant, right or remedy. Subsequent acceptance by Bambu of any payments due to it hereunder shall not be deemed to be a waiver by Bambu of any preceding breach by Franchisee of any terms, provisions, covenants or conditions of this Agreement.

24.8 **No Right to Set Off**. Franchisee shall not be allowed to set off amounts owed to Bambu for Marketing and Technology Fees, Royalty Fees, other fees or amounts due hereunder, against any monies owed to Franchisee, nor shall Franchisee in any event withhold such amounts due to any alleged nonperformance by Bambu hereunder, which right of set off is hereby expressly waived by Franchisee.

24.9 **Invalidity**. In the event that any arbitrator or court of competent jurisdiction determines that any provision of this Agreement, including but not limited to any of the restrictive covenants contained in Article 21 hereof, are unenforceable as written for any reason, including for purposes of the restrictive

covenants, reasons that the areas of restriction exceed the reasonable maximum time period, geographic area or scope, then the parties hereby request and authorize the arbitrator or court to "blue pencil" such provision so as to make it enforceable and to best carry out the intent of the parties, or to deem such provision severed from this Agreement if it cannot be so modified. The holding, declaration or pronouncement shall not adversely affect any other provisions of this Agreement, which shall otherwise remain in full force and effect.

24.10 Notices. All notices required to be given under this Agreement shall be given in writing, by certified mail, return receipt requested, by e-mail, or by an overnight delivery service providing documentation of receipt, to Bambu or Franchisee at the address set forth below its respective signature on the signature page hereto, or at such other addresses as Bambu or Franchisee may designate from time to time, and shall be effectively given when deposited in the United States mail, postage prepaid, when delivered by e-mail, or when received via overnight delivery, as may be applicable.

24.11 Survival of Provisions. Any provisions that by their terms extend beyond termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding the termination or expiration of this Agreement.

24.12 Payment of Taxes. Franchisee shall reimburse Bambu, or its affiliates and designees, promptly and when due, the amount of any state sales taxes, use taxes, personal property taxes and similar taxes imposed upon, required to be collected or paid by Bambu, or its affiliates or designees, on account of services or goods furnished by Bambu, its affiliates or designees, to Franchisee through sale, lease or otherwise (except for any taxes Bambu or its affiliates are required by law to collect from Franchisee with respect to products purchased from Bambu and its affiliates), or on account of collection by Bambu of the franchise fee, or any other payments made by Franchisee to Bambu required under the terms of this Agreement.

24.13 Cumulative Rights. The rights and remedies of Bambu and Franchisee hereunder are cumulative and no exercise or enforcement by Bambu or Franchisee of any right or remedy hereunder shall preclude the exercise or enforcement by Bambu or Franchisee of any other right or remedy hereunder which Bambu or Franchisee is entitled by law to enforce.

24.14 Approvals. Whenever this Agreement requires the prior approval or consent of Bambu, Franchisee shall make a timely written request to Bambu therefore, and such approval or consent must be obtained in writing.

24.15 Force Majeure. Bambu will not be liable to Franchisee, nor will Bambu be deemed to be in breach of this Agreement, if it exercises best efforts to perform its obligations as may be due to Franchisee hereunder, and its failure to perform its obligations results from: (1) transportation shortages, inadequate supply of labor, material or energy, or voluntarily foregoing the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instruments of any federal, state, provincial, or municipal government or any department or agency thereof; (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, provincial, or municipal government or any department or agency thereof; (3) viral or bacterial epidemic, pandemic, or other public health crisis; (4) acts of God; or (5) fires, strikes, terrorism, embargoes, war or riot. Any delay resulting from any of these causes will extend performance by Bambu accordingly or excuse performance by Bambu in whole or in part, as may be necessary.

24.16 Cross-Default and Cross Termination Provisions.

a. A default by Franchisee under this Agreement will be deemed a default of all agreements between Franchisee and/or any company(ies) affiliated with Franchisee, on the one hand, and Bambu and/or any company(ies) affiliated with Bambu, on the other hand (the "**Other Agreements**"). A default by Franchisee and/or any company(ies) affiliated with Franchisee under any of the Other Agreements will be deemed a default under this Agreement. A default by any guarantor(s) of this Agreement or of any of the Other Agreements will be deemed a default of this Agreement.

b. If this Agreement is terminated as a result of a default by Franchisee, Bambu may, at its option, elect to terminate any or all of the Other Agreements. If any of the Other Agreements is terminated as a result of a default by Franchisee and/or any company(ies) affiliated with Franchisee, Bambu may, at its option, elect to terminate this Agreement. It is agreed that an incurable or uncured default under this Agreement or any of the Other Agreements will be grounds for termination of this Agreement and/or any and all of the Other Agreements without additional notice or opportunity to cure.

24.17 Charges and Taxes. All provisions in this Agreement stating that Franchisee will pay or be responsible for any costs, charges, or taxes includes all customs or duty charges, foreign currency purchase levies, import and export fees and levies, and other similar costs, charges and taxes.

24.18 Translations. If Franchisee is required to translate any advertising materials or any other materials related to the Bambū shoppe to use them in the Protected Territory, it will do so in accordance with the terms of Bambu's current form of translation agreement. Bambu shall have the right to copyright the translated or adapted materials in any other country or territory, and shall own the United States and all foreign copyrights of all translations, adaptations and/or derivative versions of the materials and shall have the right to market the materials, including the translated or adapted versions of the materials in any manner Bambu might choose in all countries of the world.

24.19 Approval Within Protected Area. Any approval of this Agreement by the appropriate authorities in the Protected Area that is required to enable Franchisee to enter into this Agreement, perform under the terms of this Agreement, do business with Bambu, or make payments to Bambu in United States Dollars in the United States of America will be the sole responsibility and at the sole expense of Franchisee.

24.20 Manner of Payment. All references in the Agreement to the term "Dollars" or the symbol "$" refers to United States Dollars, and all payments made to Bambu, unless otherwise noted, must be paid in United States Dollars net of any taxes or withholdings. The exchange rate for calculating payments due will be the exchange rate published in The Wall Street Journal the day the payment is due. If, for any reason whatsoever, a payment that is due to Bambu under this Agreement is not paid on the date that such payment is due, the exchange rate to be used shall be either the exchange rate published on the due date or the exchange rate published on the date that the payment is actually made, whichever results in a greater amount to Bambu. If The Wall Street Journal is not published on the date of conversion, the applicable exchange rate will be that rate published in The Wall Street Journal on the nearest date of publication prior to the date of conversion or by a successor or equivalent publication to be designated by Bambu in the event The Wall Street Journal ceases to be published or ceases to publish the applicable exchange rates. Bambu may designate and change payment instructions at any time on prior written notice to Franchisee. Franchisee shall be solely responsible for the payment of any costs and charges incurred in connection with the transfer and exchange of currency over and above any fees due or paid.

24.21 Translation of Agreement. The English language will be regarded as the authoritative and official text of this Agreement; however, this Agreement may be translated into the language in dominant use in the Protected Area, at Franchisee's expense, in the event that translation is necessary for any reason,

including for the purpose of registration of this Agreement with the applicable governmental authority. Nevertheless, in the event that any discrepancies exist between the English text and the translated text, the English text will be considered the official text of this Agreement.

24.22 Incorporation of Riders. To the extent that any of the Riders to Franchise Agreement for Specific States or Provinces attached as Attachment IV is applicable, such rider is incorporated herein and this Agreement is modified accordingly. The provisions in any applicable rider are included as a condition to registration or use in certain jurisdictions, and Bambu is not precluded from contesting the validity, enforceability, or applicability of such provisions in any action relating to this Agreement or its rescission or termination.

24.23 Counterparts and Electronic Signature. This Agreement and all riders and addenda hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement, any riders or addenda hereto, and any other agreements entered into with Bambu by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement or such other document. The words "execution", "signed", "signature", and words of similar meaning in this Agreement shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity, and enforceability as manually executed signatures or a paper-based recordkeeping system to the extent and as provided for under applicable laws.

24.24 No Warranties or Guarantees. Franchisee acknowledges and agrees that Bambu makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefore.

24.25 Acknowledgment. BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL. THE FRANCHISEE ACKNOWLEDGES THAT:

(A) THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED HEREIN INVOLVES SUBSTANTIAL RISKS AND DEPENDS UPON THE FRANCHISEE'S ABILITY AS AN INDEPENDENT BUSINESS PERSON AND ITS ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE BUSINESS, AND

(B) NO ASSURANCE OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN GIVEN AS TO THE POTENTIAL SUCCESS OF SUCH BUSINESS VENTURE OR THE EARNINGS LIKELY TO BE ACHIEVED, AND

(C) NO STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION, EXCEPT AS SET FORTH IN THIS DOCUMENT, AND IN ANY DISCLOSURE DOCUMENT SUPPLIED TO THE FRANCHISEE IS BINDING ON BAMBU IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

SIGNATURE PAGE TO FOLLOW

The parties have executed this Agreement to be made effective as of _____.

BAMBU FRANCHISING LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

Address:
7700 E. Arapahoe Rd., Suite 300
Centennial, Colorado 80112
E-mail: marc@bambufranchising.com

FRANCHISEE

_____
(Print Name)

_____
Individually

OR:

(if a corporation, partnership or limited liability company)

_____
Company Name

By: _____
Name: _____
Title: _____

Address: _____
City: _____
State: _____ Zip: _____

E-mail: _____

ATTACHMENT I TO
FRANCHISE AGREEMENT

ADDENDUM TO
BAMBU FRANCHISING LLC
FRANCHISE AGREEMENT

1. **Franchised Location**. The **Franchised Location** set forth in Section 3.1 of the Agreement shall be: _____
_____
_____;

OR

Designated Area. Bambu and Franchisee acknowledge that the Franchised Location and Protected Area cannot be designated in Paragraphs 1 and 2 as a specific address and related Protected Area because the location has not been selected and approved; therefore, within 90 days following the date of the Agreement, Franchisee shall select and obtain Bambu's approval for a location for its Bambū shoppe within the following geographic area ("**Designated Area**"): _____
_____
_____.

2. **Protected Area**. The Protected Area set forth in Section 3.2 of the Agreement shall be:
_____
_____
_____

3. **Initial Franchise Fee**. The total Initial Franchise Fee due from Franchisee to Bambu pursuant to Section 4.1 of the Agreement is in the amount of and payable as follows:

☐ $35,000, payable in two installments: (1) $25,000 upon execution of this Agreement; and (2) $10,000 when the lease for Franchisee's Bambū shoppe is signed by Franchisee.

☐ Second or Subsequent shoppe opened under Multi-Unit Development Agreement - $25,000, payable $15,000 by application of the applicable portion of the Development Fee paid under the Multi-Unit Development Agreement, and $10,000 on the date of execution of this Agreement (or such earlier date as specified as the deadline for signing this Agreement under the development schedule in the Multi-Unit Development Agreement).

4. **Relocation Fee.** The Relocation Fee set forth in Article 11 of the Agreement shall be $15,000.

5. **Marketing and Technology Fee.** The Marketing and Technology Fee referenced in Section 12.2 of the Agreement shall initially be $575 per month.

6. **Transfer Fee.** The Transfer Fee set forth in Section 17.2.g of the Agreement shall be $15,000, payable in installments, with (i) a non-refundable $5,000 payment due when Franchisee informs Bambu that it is intending to transfer and presents the written offer from the proposed transferee, and (ii) a non-refundable $10,000 payment due upon closing of the transfer.

7. **Successor Franchise Fee.** The Successor Franchise Fee set forth in Section 18.3.f of the Agreement shall be $15,000.

8. **Other Terms**.

9. **Acknowledgment**. By executing this Addendum and/or the Rider hereto, Franchisee acknowledges that Bambu's approval of a site does not constitute a representation or warranty of any kind, express or implied, as to the suitability of the site for a Bambū shoppe or for any other purpose and that Franchisee's acceptance of a franchise for the operation of a Bambū shoppe at the site is based on its own independent investigation of the suitability of the site.

Fully executed _____.

BAMBU FRANCHISING, LLC

By:_____
Title:_____

FRANCHISEE

By:_____
Title:_____

ATTACHMENT I-1
TO FRANCHISE AGREEMENT

RIDER TO ADDENDUM - LOCATION APPROVAL

a. **Franchised Location**. The Franchised Location set forth in Section 3.1 of the Agreement shall be: _____

_____

_____

b. **Protected Area**. The Protected Area set forth in Section 3.2 of the Agreement shall be:

_____

_____

c. **Legal Address**. The business address for any notices mailed pursuant to Section 24.10 of the Agreement shall be changed to read as follows: _____

_____

_____

Fully executed on _____.

BAMBU FRANCHISING, LLC

By:_____
Title:_____

FRANCHISEE

By:_____
Title:_____

ATTACHMENT II
TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the above Franchise Agreement (the "**Agreement**") by BAMBU FRANCHISING LLC ("**Bambu**"), each of the undersigned hereby personally and unconditionally:

Guarantees to Bambu and its successors and assigns, for the term of this Agreement, including successor franchise terms, that the franchisee as that term is defined in the Agreement (the "**Franchisee**") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and

Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, including but not limited to, the terms of the articles and sections pertaining to non-competition during and after the term, confidentiality and the Marks and copyrighted works of Bambu.

Each of the undersigned waives the following:

1. Acceptance and notice of acceptance by Bambu of the foregoing undertaking;

2. Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;

3. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;

4. Any right he or she may have to require that any action be brought against Franchisee or any other person as a condition of liability; and

5. Any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each of the undersigned consents and agrees that:

1. His or her direct and immediate liability under this guaranty shall be joint and several;

2. He or she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;

3. Such liability shall not be contingent or conditioned upon pursuit by Bambu of any remedies against Franchisee or any other person; and

4. Such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Bambu may from time to time grant to Franchisee or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement, including successor franchise terms.

5. His or her obligation and liability hereunder shall not be affected by any amendment or modification of the Agreement and he or she has no right to approve or consent to any such amendment or modification.

6. He or she shall be bound by the restrictive covenants and confidentiality provisions contained in Article 21 of the Agreement and the indemnification provision contained in Section 20.3 of the Agreement and such provisions are incorporated into this Guaranty by this reference; and

7. The governing law, venue, jurisdiction, injunctive relief, limitations on remedies and attorneys' fee provisions contained in Article 23 and Section 24.6 of the Agreement shall govern this Guaranty and such provisions are incorporated into this Guaranty by this reference.

8. This Guaranty may be executed by electronic signature.

9. **HE OR SHE WAIVES HIS OR HER RIGHT TO A TRIAL BY JURY**.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature effective on the same day and year as the Agreement was executed.

GUARANTOR(S)

_____

_____

_____

_____

ALBERTA GUARANTEES ACKNOWLEDGMENT ACT

(Section 3)

CERTIFICATE

I HEREBY CERTIFY THAT:

1. (guarantor's name), the guarantor in the guarantee dated _____ made between _____ and _____, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by (print name), Barrister and Solicitor at the _____ of _____, in the Province of Alberta, this _____ day of _____, 20__.

_____
Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

_____
Signature of Guarantor

ATTACHMENT III
TO FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

Franchisee: _____

Trade Name (if different from above): _____

_____

Form of Ownership
(Check One)

_____ Individual _____ Partnership _____ Corporation _____ Limited Liability Company

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed and a copy of the Partnership Agreement certified by the Secretary of State for the State in which the Partnership was formed.

If a Limited Liability Company, provide name and address of each member and each manager showing percentage owned and indicate the state in which the Limited Liability Company was formed, provide a copy of the Operating Agreement, and provide a copy of the Articles of Organization or other formation document certified by the Secretary of State for the State in which the LLC was formed.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each and a copy of the Articles of Incorporation certified by the Secretary of State for the State in which the corporation was formed.

_____

_____

_____

_____

Managing Owner: _____

Franchisee acknowledges that this Statement of Ownership applies to the Bambū shoppe authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported to Bambu in writing.

_____ _____

Date Signature

ATTACHMENT IV
TO FRANCHISE AGREEMENT

RIDERS TO FRANCHISE AGREEMENT FOR SPECIFIC STATES OR PROVINCES

If any one or more of the following Riders to the Franchise Agreement for Specific States or Provinces ("**Riders**") is checked as an "Applicable Rider" below, then that Rider shall be incorporated into the Franchise Agreement entered into by Bambu Franchising LLC and the undersigned Franchisee. To the extent any terms of an Applicable Rider conflict with the terms of the Franchise Agreement, the terms of the Rider shall supersede the terms of the Franchise Agreement.

APPLICABLE RIDER:

United States:

☐ California	☐ Maryland	☐ Rhode Island
☐ Hawaii	☐ Minnesota	☐ Virginia
☐ Illinois	☐ New York	☐ Washington
☐ Indiana	☐ North Dakota	☐ Wisconsin

Canada:

☐ All Provinces

Fully executed on _____.

BAMBU:

BAMBU FRANCHISING LLC

By: _____
Title: _____

FRANCHISEE:

_____

By: _____
Title: _____

UNITED STATES RIDERS TO FRANCHISE AGREEMENT

CALIFORNIA RIDER TO FRANCHISE AGREEMENT

1. The following is added to the end of Section 4.1:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

2. Subsections (d) and (e) of Section 17.2 are deleted in their entirety and the following provision is substituted in their place:

d. Provision by Franchisee of no less than 30 days' prior written notice to Bambu of the proposed transfer, such notice to contain: (1) the proposed transferee's name and address; (2) copies of all agreements related to such sale, transfer or assignment; (3) the proposed transferee's application to become the successor franchisee, including all information requested by Bambu and sufficient to assess the proposed transferee's business experience, aptitude and financial qualification; and (4) all other information reasonably requested by Bambu as part of its transfer approval process, it being acknowledged that Bambu shall evaluate the proposed transferee for approval based on the same criteria currently being used to assess new and renewing franchisees of Bambu.

3. Section 19.1.l is deleted in its entirety and the following provision is substituted in its place:

l. **Health or Safety Problem**. After receiving notice of the same from Bambu, Franchisee fails, for a period of 10 days, to comply with any health, safety, building, or labor law, regulation or ordinance, any order of any governmental agency, or any health or safety standard of Bambu, including but not limited to, failing to comply with the terms and conditions of any mandatory product recall; provided, however, that Bambu may terminate this Agreement immediately, without notice or an opportunity to cure, if Bambu reasonably determines that Franchisee's continued operation of the Bambū shoppe will result in an imminent danger to public health or safety.

4. The following subsection is added to Section 19.1:

u. **Written Agreement**. Franchisee and Bambu agree in a signed writing to terminate this Agreement.

5. The first paragraph of Section 19.2 is deleted in its entirety and the following provision is substituted in its place:

19.2 Sixty-Day Cure Period. Bambu has the right to terminate this Agreement upon Franchisee's failure to substantially comply with the terms of this Agreement, which failure shall be evidenced by the occurrence of any of the following events, if Franchisee fails to cure the default within 60 days after written notice from Bambu:

6. The following subsection is added to Section 19.2:

c. **Failure to Pay Third Party Obligations**. Franchisee fails to pay all taxes and other obligations owed to third parties related to the operation of the Bambū shoppe.

7. The last sentence of Section 19.2 is deleted in its entirety and the following provision is substituted in its place:

Notwithstanding the foregoing, if the breach is curable, but is of a nature which cannot be reasonably cured within 60 days, and Franchisee has commenced and is continuing to make good faith efforts to cure the breach, Franchisee shall be given an additional period of time to cure the breach, but in no case more than 75 days following Bambu's notice of default, unless Franchisee and Bambu execute a separate, written agreement to further extend the cure period.

8. Section 23.5 is deleted and replaced with the following language:

23.5 Governing Law/Consent to Jurisdiction/Waiver of Jury Trial. The United States Federal Arbitration Act shall govern all questions about the enforceability of Sections 23.1 and 23.2 and the confirmation of any arbitration awards pursuant to such procedures, and no arbitration issues are to be resolved pursuant to any other statutes, regulations or common law. Otherwise, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or applicable international trademark law, this Agreement shall be interpreted under the laws of the State of Colorado, U.S.A. and any dispute between the parties shall be governed by and determined in accordance with the internal substantive laws (and not the laws of conflict) of the State of Colorado, U.S.A., which laws shall prevail in the event of any conflict of law. Notwithstanding the foregoing, the parties agree that the Colorado Consumer Protection Act (COLO. REV. STAT. ANN. Sections 6-1-101, et seq.) shall not apply to this Agreement or any disputes between the parties. If a claim is asserted in any legal proceeding not subject to mandatory arbitration, as specified in Sections 23.1 and 23.4 above, involving Franchisee and/or the Franchisee Affiliates, on the one side, and Bambu and/or the Bambu Affiliates, on the other side, both parties consent to jurisdiction and venue for disputes between them in the state and federal courts of Colorado, U.S.A., and each waive any objection either may have to the personal jurisdiction of or venue in the state and federal courts of Colorado, U.S.A. Notwithstanding the foregoing, any legal proceeding by Bambu or any Bambu Affiliate not subject to mandatory arbitration may be brought in any court of competent jurisdiction in the country, state, province, or other geographic area in which Franchisee's shoppe is located or in which Franchisee or any Franchisee Affiliate resides or owns assets. **IF A CLAIM MAY BE BROUGHT IN COURT, THEN BAMBU, THE BAMBU AFFILIATES, FRANCHISEE, AND THE FRANCHISEE AFFILIATES EACH WAIVE THEIR RIGHTS TO A TRIAL BY JURY.**

9. Section 24.2 is deleted and replaced with the following language:

24.2 Entire Agreement. This Agreement, including all attachments and addenda, contains the entire agreement between the parties and supersedes any and all prior agreements concerning the subject matter hereof.

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

HAWAII RIDER TO FRANCHISE AGREEMENT

1. The following is added to the end of Section 4.1:

All initial fees payable to Bambu shall be deferred until Bambu has fulfilled all of its initial obligations to Franchisee.

2. The following shall be added at the end of Sections 17.2.f and 18.3.d:

Any release executed pursuant to this Section will not apply to any claims that may arise under the Hawaii Franchise Investment Law.

3. The following paragraph is added to Section 19.4:

Section 482E-6(3) of the Hawaii Revised Statutes provides that upon termination or refusal to renew the Franchise, Bambu is obligated to compensate Franchisee for the fair market value, at the time of the termination or expiration of the Franchise, of Franchisee's inventory, supplies, equipment and furnishings purchased from Bambu or a Supplier designated by Bambu; provided that personalized materials which have no value to Bambu need not be compensated for. If Bambu refuses to renew a Franchise for the purpose of converting Franchisee's business to one owned and operated by Bambu, Bambu, in addition to the remedies provided above, shall compensate Franchisee for the loss of goodwill. Bambu may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of Franchisee's inventory, supplies, equipment and furnishings pursuant to this requirement, and may offset from such compensation any monies due Bambu.

4. Section 24.2 of the Franchise Agreement is deleted and replaced with the following:

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations Bambu made in the franchise disclosure document that Bambu furnished to Franchisee. Franchisee acknowledges that Franchisee is entering into this Agreement as a result of Franchisee's own independent investigation of Bambu's franchised business and not as a result of any representations about Bambu made by Bambu's shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to Franchisee pursuant to applicable law.

5. 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.

ILLINOIS RIDER TO FRANCHISE AGREEMENT

1. Illinois law governs the Franchise Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. Franchisees' rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. The following language is added at the end of Section 4.1:

> All initial fees payable to Bambu and any of its affiliates shall be deferred until Bambu has fulfilled all of its initial obligations to Franchisee and Franchisee has commenced doing business pursuant to this Agreement. The Illinois Attorney General's Office imposed this deferral requirement due to Bambu's financial condition.

6. 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.

7. See the FIRST page of this Attachment IV for your signature.

INDIANA RIDER TO FRANCHISE AGREEMENT

The following modifications are made to the Franchise Agreement only to the extent required by the Indiana Franchises Act, IND. CODE § 23-2-2.5, and the Indiana Deceptive Franchise Practices Act, IND. CODE § 23-2-2.7:

1. The following language is added to Section 3.2:

> Indiana law prohibits Bambu from establishing a Bambu-owned outlet engaged in a substantially identical business within Franchisee's Protected Area.

2. The following language is added to the end of Sections 17.2.f and 18.3.d:

> Any release executed in connection herewith will not apply to any claims that may arise under the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Act.

3. The scope of the Post-Termination Covenant Not to Compete in Section 21.2 is limited to the 10 mile radius of the Franchisee's former Franchised Location.

4. The following language is added to the end of Section 23.5:

Notwithstanding the foregoing, any provision in this Agreement which limits in any manner whatsoever litigation brought for breach of this Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

5. The following paragraph is added to the end of Section 23.7:

Notwithstanding anything contained in this Agreement to the contrary, any and all claims and actions arising out of or relating to this Agreement, the relationship between Franchisee and Bambu, or Franchisee's operation of Franchisee's shoppe must be commenced within the time period specified in Indiana law.

6. The following sentence is added at the end of Section 24.2:

Notwithstanding anything to the contrary in this provision, Franchisee does not waive any right under the Indiana statutes with regard to prior representations made by Bambu.

MARYLAND RIDER TO FRANCHISE AGREEMENT

1. The following is added to the end of Section 4.1:

Based on the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial franchise fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

2. The following shall be added at the end of Sections 17.2.f and 18.3.d:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is added to the end of Section 23.5:

This Agreement provides for disputes to be resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. The following sentence is added to the end of Section 23.7:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

5. The following sentence is added to the end of Sections 24.1 and 24.2:

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. The second, third, and fourth sentences in Section 24.2 are deleted.

7. Sections 24.5, 24.24, and 24.25 are deleted in their entirety.

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

MINNESOTA RIDER TO FRANCHISE AGREEMENT

1. The following is added to the end of Section 4.1:

> All initial franchise fees payable to Bambu shall be deferred until the day Franchisee's Bambū shoppe opens for business.

2. The following language is added to Section 15.4 of the Franchise Agreement:

> Bambu or its affiliates agree to protect Franchisee against claims of infringement or unfair competition with respect to Franchisee's authorized use of the Marks, when Franchisee's rights granted therein warrant protection.

3. The following sentence is added at the end of Sections 17.2.f and 18.3.d of the Franchise Agreement:

> Any release executed in connection herewith will not apply to any claims that may arise under the Minnesota Franchise Act.

4. The following statement is added at the end of Sections 18.4, 19.1 and 19.2 of the Franchise Agreement:

> Minnesota law provides a Franchisee with certain termination and nonrenewal rights. Minn. Stat. Sec. 80C.14 Subd. 3, 4 and 5 require, except in certain specified cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of this Agreement.

5. The following is added to the end of Section 21.1:

> Minnesota Statutes Section 181.991 prohibits a franchisor from restricting, restraining, or prohibiting in any way a franchisee from soliciting or hiring an employee of the franchisor or an employee of a franchisee of the same franchisor. Any such restrictions in Section 21.1.c are hereby deemed deleted.

6. Section 23.4 is modified by the following language:

> Pursuant to Minnesota Rule 2860.4400(J), a franchisee cannot consent to a franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. Also, a court will determine if a bond is required.

7. Section 23.5 is modified by the following language:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit Bambu from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Franchisee to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Franchise Disclosure Document or this Agreement can abrogate or reduce (1) any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. The above language has been included in this Agreement as a condition to registration. Bambu and Franchisee do not agree with the above language and believes that each of the provisions of the Agreement are fully enforceable. Bambu and Franchisee intend to fully enforce all of the provisions of the Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

8. The following statement is added at the end of Section 23.7:

Minnesota law provides that no action may be commenced pursuant to Minnesota Statute Section 80C.17 more than three years after the cause of action accrues. Minnesota Statutes, Section 80C.17, Subd. 5.

NEW YORK RIDER TO FRANCHISE AGREEMENT

1. The following sentence shall be added after the first sentence of Section 8.3:

Any new or different requirement set forth in the FRC Materials shall not unreasonably increase Franchisee's obligations or place an excessive burden on Franchisee's operation of its Bambū shoppe.

2. The following shall be added at the end of Sections 17.2.f and 18.3.d:

Provided however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provision of GBL 687.4 and 687.5 be satisfied.

3. Section 17.6 is deleted and the following is inserted in its place:

This Agreement is fully assignable by Bambu and shall inure to the benefit of any assignee or other legal successor in interest, and Bambu shall in such event be fully released from the same, provided no assignment shall be made except to an assignee who, in Bambu's good faith judgment, is willing and financially able to assume Bambu's obligations under this Agreement.

4. The following shall be added at the end of Section 19.1:

Franchisee may terminate the Agreement upon any grounds available by law.

5. After the first sentence of Section 20.3, the following sentence shall be added:

However, Franchisee shall not be required to indemnify Bambu for any liabilities which arose as a result of Bambu's breach of this Agreement or other civil wrongs committed by Bambu.

6. The following shall be added to Section 23.5:

However, the foregoing choice of law shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the New York State General Business Law. Bambu and Franchisee do not agree with the above language and believe that each of the provisions of the Agreement, including all venue and choice-of-law provisions, are fully enforceable. Bambu and Franchisee intend to fully enforce all of the provisions of the Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

NORTH DAKOTA RIDER TO FRANCHISE AGREEMENT

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees:

A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

C. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that they are to be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Franchise agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

I. Limitation of Claims: Franchise agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

2. The following is added at the end of Section 4.1:

All initial fees payable to Bambu and any of its affiliates shall be deferred until Bambu has fulfilled its initial obligations to Franchisee under this Agreement and Franchisee has commenced doing business pursuant to this Agreement.

3. The following paragraph is added at the end of Section 23.1:

The State of North Dakota has determined that parties agreeing to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

4. 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 in connection with the franchise.

RHODE ISLAND RIDER TO FRANCHISE AGREEMENT

1. The following paragraph is added at the end of Article 23:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

The above language has been included in this Agreement as a condition to registration. Bambu and Franchisee do not agree with the above language and believe that each of the provisions of the Agreement, including all choice of law provisions, are fully enforceable. Bambu and Franchisee intend to fully enforce all of the provisions of the Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

VIRGINIA RIDER TO FRANCHISE AGREEMENT

1. Section 24.16 of the Agreement will not be applicable to the Agreement signed by a Virginia franchisee entering into the attached Agreement.

2. The following statement is added to Section 4.1:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires Bambu to defer payment of the initial franchise fee and other initial payments owed by Franchisee to Bambu until Bambu has completed its pre-opening obligations under this Agreement.

3. 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. Section 24.25 of the Agreement is deemed modified accordingly.

4. Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

5. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

WASHINGTON RIDER TO FRANCHISE AGREEMENT AND RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under

the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor

or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. Questionnaires and Acknowledgments. 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.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. The following statement is added to Section 4.1:

> The Securities Administrator of the State of Washington has determined that, based on Bambu's financial condition, Bambu may not be able to fulfill its obligations to Franchisee in the establishment and opening of the Bambū shoppe. Bambu has elected to assure financial capability by deferring the payment of all initial fees owed to Bambu until Bambu has completed its initial obligations under the Franchise Agreement and Franchisee's Bambū shoppe opens.

20. The sixth sentence in Section 5.2 is deleted and replaced with the following:

> While Bambu's assistance may include recommendations to protect Franchisee under the terms of the lease, Franchisee acknowledges that Bambu's involvement in the negotiation or approval of a lease for the Franchised Location is primarily for Bambu's benefit only.

21. The final sentence in Section 5.3 is deleted.

22. The following sentence is added to Section 20.3:

> Franchisees have no obligation to indemnify or hold harmless an indemnified party for losses to the extent that they are determined to have been caused solely and directly by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

23. The second sentence in Section 24.2 is deleted.

24. Section 24.24 is deleted in its entirety and replaced with the following:

> 24.24 No Warranties or Guaranties. Franchisee acknowledges and agrees that Bambu makes no warranties or guarantees, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefore.

25. Section 24.25 is deleted in its entirety.

WISCONSIN RIDER TO FRANCHISE AGREEMENT

1. The following paragraph is added to the end of Article 19:

> The conditions under which this Agreement can be terminated or not renewed may be effected by the Wisconsin Fair Dealership Law, Wisconsin Statutes 1981-82, Title XIV-A, Chapter 135.

CANADA RIDERS TO FRANCHISE AGREEMENT

ALL CANADIAN PROVINCES RIDER TO THE FRANCHISE AGREEMENT

1. Franchisee and Bambu agree that they shall not be restricted by this Agreement from soliciting or hiring each other's employees to the extent that such restriction would be prohibited by applicable law. Any provision of this Agreement to the contrary is hereby deemed amended accordingly.

EXHIBIT B
(TO DISCLOSURE DOCUMENT)

MULTI-UNIT DEVELOPMENT AGREEMENT

THIS MULTI-UNIT DEVELOPMENT AGREEMENT ("**MUD Agreement**") is made effective as of the date set forth on the signature page hereof, by and between Bambu Franchising LLC, a Colorado limited liability company ("**Bambu**") and the undersigned franchisee ("**Franchisee**"), who, on the basis of the following understanding, and in consideration of the following promises, agree as follows:

RECITALS

A. Bambu has developed methods for establishing, operating and promoting fast casual businesses offering featuring freshly made Vietnamese dessert drinks (Chè), Vietnamese style coffee drinks (Cà Phê), Vietnamese style blended yogurts (Yonami), Asian-inspired teas (including Taiwanese bubble tea), and real fruit smoothies (Sinh Tố), with freshly made tapioca boba, house-prepared proprietary ingredients, and a wide-variety of drink toppings, along with mochi waffles and other complementary snack, food and dessert items ("**Bambū shoppes**" or "**shoppes**"), using the mark "**Bambū**®" and related trade names and trademarks ("**Marks**") and Bambu's proprietary recipes and distinctive ingredients, business format, systems, methods, procedures, designs, layouts, advertising and operational standards and specifications, and various other proprietary methods of doing business ("**Bambū system**").

B. Franchisee would like to use Bambu's Marks and Bambū system in connection with the development of a certain number of shoppes in a specific geographical area as set forth in the addendum attached hereto as Attachment A ("**Addendum**"). Bambu desires to grant Franchisee, or an entity owned by Franchisee or Franchisee's owners ("**Approved Affiliate**"), the right to establish and operate such shoppes under the terms and conditions contained in this MUD Agreement.

The parties therefore agree as follows:

1. GRANT OF DEVELOPMENT RIGHTS

1.1. Development Area. Bambu grants to Franchisee the right to develop and establish the number of shoppes described in the Addendum using Bambu's Marks and Bambū system in the geographic area described in the Addendum attached hereto (the "**Development Area**"). Except pursuant to Section 4.1 below, Bambu shall not establish, nor shall it license any other party to establish, shoppes using the Marks and Bambū system anywhere within the Development Area for so long as this MUD Agreement is in effect. Notwithstanding the foregoing, there may be existing Franchise Agreements in effect as of the date of this MUD Agreement under which Bambu has granted rights to third parties to operate Bambū shoppes in the Development Area (the "**Existing Shoppes**"). Franchisee agrees and acknowledges that the Franchise Agreements for such Existing Shoppes may remain in effect, and nothing in this MUD Agreement shall prevent, prohibit, or restrict the operations of such Existing Shoppes. Bambu may renew the Franchise Agreements or enter into successor Franchise Agreements for such Existing Shoppes.

1.2. Franchisor's Reservation of Rights. Franchisee acknowledges that the rights granted in this MUD Agreement are non-exclusive and that Bambu, for itself and its affiliates, successors and assigns, reserves the rights, among others:

(a) to use the Marks to identify any type of products and services, promotional and marketing efforts or related items, and to identify products and services distributed or otherwise made available through alternative channels of distribution (other than Bambū shoppes), at any location, and on any terms and conditions as Bambu determines including, but not limited to, sales through channels such as wholesale or retail distribution, Internet marketing and distribution, social

media marketing, mail order, catalog, retail store display or made-to-order or pre-packaged product sales in grocery stores, at any location;

(b) to use and license the use of different proprietary marks or methods (for example, if Bambu acquires or is acquired by another business that provides products and services similar to or the same as a shoppe) in connection with the sale of products and services similar to or the same as those which Franchisee sells, whether in alternative channels of distribution or through owning, developing, operating or franchising stores which are the same as, or similar to, or different from Bambū shoppes, at any location, and on any terms and conditions as determined by Bambu;

(c) To use and to license others to use the Marks and Bambū system to establish restaurants similar to Bambū shoppes that service walkup and drive-thru customers but without indoor seating (a "**Drive-Thru shoppe**"), at any location, including in Franchisee's Development Area; provided that if Bambu desires to open or permit someone else to open a Drive-Thru shoppe in Franchisee's Development Area, Bambu will give Franchisee a right of first refusal to participate in the Drive-Thru shoppe with either partial or whole ownership thereof;

(d) to use and license others to use the Marks and Bambū system to establish shoppes at Institutional Facilities at any location. "**Institutional Facilities**" means outlets that serve primarily customers located within a captive facility, such as parks charging admission, stadiums, amusement parks, theaters, art centers, airports, transportation facilities, department stores, business and industrial complexes, museums, educational facilities, hospitals, military complexes, buyer club facilities, casinos, resorts, hotels, and convention centers. Bambu, on behalf of itself, its affiliates and designees, reserves the right to contract with Institutional Facilities to develop and operate shoppes within these facilities; and

(e) to engage in any other activities not expressly prohibited by this MUD Agreement.

1.3. Franchise Agreement – First Shoppe Developed. The parties acknowledge that the Bambū Franchise Agreement governing the operation of Franchisee's first Bambū shoppe to be opened hereunder is being executed concurrently with this MUD Agreement. Franchisee agrees to comply with the terms and conditions of the Franchise Agreement as a part of its obligations hereunder and acknowledges that failure to execute and comply with such Franchise Agreement is a breach of this MUD Agreement.

1.4. No Grant of Franchise. This MUD Agreement is not a franchise agreement and Bambu does not grant Franchisee any franchise rights or other similar rights to use the Marks or Bambū system under this MUD Agreement. Franchisee has no right to license or subfranchise others to use the Marks or Bambū system. Other than the right to enter into subsequent Franchise Agreements, as referenced in Section 3.2 below, nothing in this MUD Agreement grants to Franchisee the right to enter into any agreement with respect to the Marks or Bambū system.

2. INITIAL FRANCHISE AND DEVELOPMENT FEES

2.1. Fees.

(a) In consideration of the development rights granted herein, concurrently with the execution of this MUD Agreement Franchisee will pay to Bambu a development fee equal to $15,000 multiplied by the number of additional shoppes, beyond the first shoppe, to be developed hereunder ("**Development Fee**"). This Development Fee is in addition to the initial franchise fee applicable for the first shoppe to be developed hereunder, which must be paid in accordance with the terms of the Franchise Agreement for that shoppe. The total Development Fee is set forth in

the Addendum. Franchisee acknowledges that the Development Fee represents payment for the grant of the development rights and for a reserved Development Area and Bambu has fully earned the Development Fee upon receipt.

(b) The initial franchise fee for each such additional shoppe shall be $25,000. Bambu will credit $15,000 of the Development Fee to the initial franchise fee due under the Franchise Agreement for each of the second and subsequent shoppes to be developed under this MUD Agreement. After applying the credit for the portion of the Development Fee as described above, the balance of the initial franchise fee of $10,000 shall be due upon execution of the Franchise Agreement for that shoppe, but no later than the deadline set forth in the Development Schedule (defined in Section 3.1) for signing that Franchise Agreement. Franchisee shall also be required to pay the Training Fee set forth under each Franchise Agreement in such manner and time as set forth in each Franchise Agreement.

(c) Other than to have applied the portions of the Development Fee to a portion of the initial franchise fee for subsequent Franchise Agreements as described in Section 2.1(b), all fees hereunder are nonrefundable once paid to Bambu and under no circumstances will Franchisee be entitled to a refund, return or rebate of any portion of initial franchise fees paid hereunder.

3. DEVELOPMENT OBLIGATIONS

3.1. Development Schedule. Franchisee agrees to develop the following number of shoppes in the Development Area, including the shoppe to be developed under the Franchise Agreement executed concurrently with this MUD Agreement, in accordance with development schedule set forth in the Addendum (the "**Development Schedule**"). Franchisee agrees that time is of the essence with respect to compliance with the Development Schedule, payment of the balance of the initial franchise fees under Section 2.1(b) above and any and all other obligations to be performed by Franchisee hereunder. Further, Franchisee shall continuously maintain in operation at least the number of shoppes set forth on the Development Schedule.

3.2. Subsequent Franchise Agreements. The parties agree that a separate Franchise Agreement shall be executed by the parties to this MUD Agreement for each shoppe to be developed under this MUD Agreement. Franchisee will exercise its right for development of each shoppe by giving Bambu written notice of its intention to develop such shoppe at least 90 days in advance of the deadline set forth in the Development Schedule for executing each applicable Franchise Agreement. The Franchise Agreement for the second and subsequent shoppes will be executed by the deadline set forth in the Development Schedule. Franchisee's failure to execute any additional Franchise Agreements or its default in any term of such Franchise Agreements may, at the option of Bambu, be deemed a default under this MUD Agreement and shall entitle Bambu to terminate this MUD Agreement as further provided in Article 4 below. Each Franchise Agreement to be executed by Franchisee for each shoppe to be developed hereunder shall be in the form of Franchise Agreement then generally being offered to franchisees by Bambu, which may contain terms substantially different from the terms of the initial Franchise Agreement executed hereunder. Notwithstanding the foregoing, Bambu agrees that it will not charge an initial franchise fee to Franchisee which is greater than the amounts set forth in Section 2.1(b) above. Franchisee acknowledges that Bambu has the right, however, to charge then current rates for royalty fees and all other fees, and for purchases of products and services offered to Franchisee, in accordance with Bambu's then-current franchise agreement.

3.3. Site Selection. Franchisee shall not, without the prior written approval of Bambu, enter into any contract for the purchase or lease of any premises for use as a Bambū shoppe. Bambu will assist Franchisee in the selection and approval of locations for its shoppes in accordance with the terms and

conditions of the Franchise Agreements. Franchisee acknowledges that Bambu has no obligation to select or acquire a location on behalf of Franchisee.

3.4. Training Program. Franchisee acknowledges that Bambu shall have the right, at Bambu's sole discretion, to waive the initial training program, which is the same as or similar to the training provided under Section 6.1 of the Franchise Agreement executed concurrently herewith, for the second and each subsequent shoppe developed under the terms of this MUD Agreement. Franchisee may also request additional assistance from Bambu in connection with site selection, site feasibility studies, lease negotiations and other issues related to development of its Development Area. In the event that Bambu agrees to provide such assistance, in Bambu's sole discretion, Franchisee agrees to pay all fees associated with such assistance, together with all travel, lodging, living expenses, telephone charges and other identifiable expenses incurred in connection with such assistance, plus a fee based on daily or hourly time spent by any of Bambu's employees in connection with such assistance.

4. TERM AND TERMINATION

4.1. The term of this MUD Agreement shall commence as of the date of execution hereof and shall end on the earlier of (1) the date the last Franchise Agreement is executed to open the maximum number of shoppes set forth in the Addendum, or (2) the date of the deadline set forth in the Development Schedule for Franchisee to execute the Franchise Agreement for the last of its shoppes to be developed under this MUD Agreement. After expiration of the term, or earlier termination of this MUD Agreement as provided below, Bambu shall have the right to establish, or license any other party to establish shoppes anywhere within the Development Area; provided, however, that Franchisee's Protected Area as defined in the Franchise Agreements executed hereunder will remain in effect for the term of the Franchise Agreements, unless sooner terminated.

4.2. Termination by Franchisee. This MUD Agreement may be terminated by Franchisee for any reason upon 60 days prior written notice to all parties, provided that Franchisee will not be entitled to a refund of any fees paid hereunder under any circumstances.

4.3. Termination by Bambu. Franchisee shall be deemed in default and this MUD Agreement may be terminated by Bambu, at its option, in the following circumstances:

(i) Franchisee defaults on any term or condition of this MUD Agreement, including without limitation, the failure to open and maintain the number of shoppes required by the Development Schedule, and fails to cure such default after 30 days written notice to Franchisee; or

(ii) Franchisee is in default under any of the Franchise Agreements executed in furtherance of this MUD Agreement or any other agreement between Bambu or any of Bambu's affiliates and Franchisee or any of Franchisee's affiliates and fails to cure such default within the time periods specified in such other agreements.

4.4. Continued Effectiveness of Franchise Agreements. If this MUD Agreement is terminated due solely to a failure by Franchisee to meet the Development Schedule, Bambu and Franchisee agree that such termination shall not constitute a default or result in a termination of any Franchise Agreements executed between Franchisee and Bambu in effect as of the date of termination of this MUD Agreement. In that case, those Franchise Agreements shall continue in full force and effect notwithstanding the termination of this MUD Agreement. Bambu and Franchisee agree that any statements to the contrary in the Franchise Agreements executed by them, including any cross-default and cross-termination provisions, will be inapplicable in the situation of a termination of this MUD Agreement based solely on Franchisee's failure to meet the Development Schedule. If this MUD Agreement is terminated due to any other default

under Section 4.3 above, all Franchise Agreements executed in furtherance of this MUD Agreement and all other agreements between Bambu and Franchisee or any of Franchisee's affiliates may, at Bambu's sole option, be terminated.

4.5. Post-Termination Obligations. In the event of termination or expiration of this MUD Agreement for any reason, Franchisee shall not be entitled to any refund of any portion of the fees paid hereunder. Franchisee shall remain subject to the provisions of Article 6 of this MUD Agreement regarding nondisclosure and covenants not to compete, in addition to the terms and conditions of any and all Franchise Agreements executed in furtherance of this MUD Agreement which have not also been terminated or expired. No right or remedy herein conferred upon or reserved by Bambu is exclusive of any other right or remedy provided or permitted by law or equity.

5. ASSIGNMENT

5.1. Assignment by Bambu. Bambu may transfer or assign its rights under this MUD Agreement at any time upon notice to Franchisee, provided that Bambu has fulfilled its obligations hereunder or has made adequate provisions therefor.

5.2. Assignment by Franchisee. Because the rights granted herein are personal to Franchisee, Franchisee shall not transfer, assign or convey this MUD Agreement or any interest hereunder without Bambu's prior written consent which consent shall not be unreasonably withheld if Franchisee complies with the transfer provisions of the Franchise Agreement most recently executed by Bambu and Franchisee, which provisions shall be deemed to be incorporated herein by reference. Bambu reserves the right to require the transferee to sign the then-current form of MUD Agreement with materially different terms and conditions that may be negotiated between the parties depending on the circumstances of the transfer. Franchisee is prohibited from granting a subfranchise hereunder. As used in this MUD Agreement, the term "transfer" shall have the meaning set forth in the Franchise Agreement most recently signed by Bambu and Franchisee. In addition to any conditions contained in this MUD Agreement, the conditions for Bambu's approval of any transfer shall be the same as the conditions contained in the Franchise Agreement most recently executed by Bambu and Franchisee, which provisions shall be deemed to be incorporated herein by reference.

5.3. Transfer Fee. In the event of any proposed sale, transfer or assignment by Franchisee as described herein, Franchisee or the proposed transferee shall pay to Bambu the standard transfer fee for each franchise to be transferred, as governed by the applicable Franchise Agreement executed pursuant to this MUD Agreement, plus $7,500 for every undeveloped franchise right for which no Franchise Agreement has been executed.

5.4. Bambu Right of First Refusal. In the event of any proposed sale, transfer or assignment of its rights under this MUD Agreement or any interest in it or all or any part of the franchise development rights, or assets directly or indirectly related to the franchise development rights, Franchisee agrees to grant Bambu a 30-day right of first refusal to purchase such rights or assets on the same terms and conditions as are contained in the initial Franchise Agreement executed hereunder.

6. RESTRICTIVE COVENANTS

6.1. Restrictive Covenants. During the term and after the termination of this MUD Agreement or any Franchise Agreement signed in furtherance of this MUD Agreement, Franchisee and its Approved Affiliates and their officers, partners, directors, managers, agents or employees who have completed Bambu's training programs or had access to the Resource Center Materials, as described in the Franchise Agreement, or the beneficial owners of a five percent or greater interest in Franchisee or an Approved

Affiliate and their respective immediate families, shall be subject to all restrictive covenants as set forth in the Franchise Agreement executed concurrently herewith, and in any nondisclosure and noncompetition agreements executed by Franchisee, its Approved Affiliates, or their employees, owners, managers, members, partners, officers, directors, agents or representatives, which covenants by this reference are incorporated herein.

7. BUSINESS RELATIONSHIPS

7.1. Independent Contractor. During the term of this MUD Agreement, Franchisee shall be an independent contractor and shall in no way be considered as an agent, partner or employee of Bambu. It is understood and agreed that no agency or partnership is created by this MUD Agreement. As such, Franchisee has no authority of any nature whatsoever to bind Bambu or incur any liability for or on behalf of Bambu or to represent itself as anything other than an independent contractor.

7.2. Indemnification. Franchisee shall indemnify and hold harmless Bambu and its officers, directors, members, managers, agents and representatives ("**Indemnified Parties**") from all fines, suits, proceedings, claims, demands or actions of any kind or nature, including reasonable attorneys' fees, from anyone whomsoever, directly or indirectly, arising or growing out of, or otherwise connected with Franchisee's activities, actions or failure to act, under this MUD Agreement or Franchisee's operation of its shoppes developed under this MUD Agreement. For purposes of this indemnification, claims shall mean and include all obligations, actual and consequential damages and costs reasonably incurred in the defense of any claim against the Indemnified Parties, including, without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other arbitration or litigation expenses and travel and living expenses. Bambu shall have the right to defend any such claim against it. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this MUD Agreement.

8. MISCELLANEOUS

8.1. Disputes/Governing Law. The parties agree that any dispute between the parties arising out of the terms of this MUD Agreement shall be governed by the applicable provisions of the Franchise Agreement executed concurrently herewith including the arbitration, choice of law, and venue provisions, which terms and conditions are by this reference incorporated herein. This MUD Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

8.2. Binding Effect. This MUD Agreement shall be binding upon and inure to the benefit of each of the parties' respective heirs, successors, assigns and personal representatives.

8.3. Review. Franchisee acknowledges that it had a copy of this MUD Agreement in its possession for a period of time not fewer than 14 days or 10 business days, whichever is required under applicable law, during which time Franchisee has had the opportunity to submit the same for professional review and advice of Franchisee's choosing prior to freely executing this MUD Agreement.

8.4. No Waiver. No waiver of any condition or covenant contained in this MUD Agreement or failure to exercise a right or remedy by any party hereto shall be considered to imply or constitute a further waiver of the same or any other condition, covenant, right or remedy.

8.5. Modification. This MUD Agreement may be modified only upon execution of a written agreement between the parties.

8.6. Entire Agreement. This MUD Agreement, together with the attachments and the Franchise Agreements signed in conjunction with this MUD Agreement, contains the entire agreement between the parties and supersedes any and all prior agreements, both oral and written, concerning the subject matter hereof, provided that any Franchise Agreement executed by the parties hereto shall remain binding, except to the extent that this MUD Agreement specifically supersedes any term thereof. Nothing in this MUD Agreement or in any related agreement is intended to disclaim the representations made in the Disclosure Document.

8.7. Invalidity. In the event that any arbitrator or court of competent jurisdiction determines that any provision of this MUD Agreement is unenforceable as written for any reason, then the parties hereby request and authorize the arbitrator or court to "blue pencil" such provision so as to make it enforceable and to best carry out the intent of the parties, or to deem such provision severed from this MUD Agreement if it cannot be so modified. The holding, declaration or pronouncement shall not adversely affect any other provisions of this MUD Agreement, which shall otherwise remain in full force and effect.

8.8. Notices. All notices required to be given under this MUD Agreement shall be given in writing, by certified mail, return receipt requested, by e-mail, or by an overnight delivery service providing documentation of receipt, to Bambu or Franchisee at the address set forth below its respective signature on the signature page hereto, or at such other addresses as Bambu or Franchisee may designate from time to time, and shall be effectively given when deposited in the United States mail, postage prepaid, when delivered by e-mail, or when received via overnight delivery, as may be applicable.

8.9. Controlling Terms. In the event of any conflict between the terms of this MUD Agreement and the terms of the Franchise Agreement, the terms of this MUD Agreement shall control.

8.10. Attorneys' Fees and Costs. In the event of any dispute between the parties to this MUD Agreement, in addition to all other remedies, the non-prevailing party will pay the prevailing party all amounts due and all damages, costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in any legal action, arbitration, mediation, or other proceeding as a result of such dispute, plus interest at the highest rate allowable by law, accruing from the date of such default.

8.11. Injunctive Relief. Nothing herein shall prevent Bambu or Franchisee from seeking injunctive relief to prevent irreparable harm, in addition to all other remedies.

8.12. Approval Within Development Area. Any approval of this MUD Agreement by the appropriate authorities in the Development Area that is required to enable Franchisee to enter into this MUD Agreement, perform under the terms of this MUD Agreement, do business with Bambu, or make payments to Bambu in United States Dollars in the United States of America will be the sole responsibility and at the sole expense of Franchisee.

8.13. Manner of Payment. All references in this MUD Agreement to the term "Dollars" or the symbol "$" refers to United States Dollars, and all payments made to Bambu, unless otherwise noted, must be paid in United States Dollars net of any taxes or withholdings. The exchange rate for calculating payments due will be the exchange rate published in The Wall Street Journal the day the payment is due. Franchisee shall be solely responsible for the payment of any costs and charges incurred in connection with the transfer and exchange of currency over and above any fees due or paid.

8.14. Translation of Agreement. The English language will be regarded as the authoritative and official text of this MUD Agreement; however, this MUD Agreement may be translated into the language in dominant use in the Development Area, at Franchisee's expense, in the event that translation is necessary for any reason, including for the purpose of registration of this MUD Agreement with the applicable

governmental authority. Nevertheless, in the event that any discrepancies exist between the English text and the translated text, the English text will be considered the official text of this MUD Agreement.

8.15. Incorporation of Riders. To the extent that any of the Riders to MUD Agreement for Specific States or Provinces attached as Attachment B are applicable, such rider is incorporated herein and this MUD Agreement is modified accordingly. The provisions in any applicable rider are included as a condition to registration or use in certain jurisdictions, and Bambu is not precluded from contesting the validity, enforceability, or applicability of such provisions in any action relating to this MUD Agreement or its rescission or termination.

8.16. Counterparts; Electronic Signatures. This MUD Agreement and any riders and addenda hereto may be executed in any number of identical counterparts and via electronic signatures, and each such counterpart shall be deemed a duplicate original hereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Multi-Unit Development Agreement to be executed effective as of _____.

BAMBU FRANCHISING LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

Address: 7700 E. Arapahoe Rd, Suite 300,
Centennial, Colorado 80112

E-mail: marc@bambufranchising.com

FRANCHISEE

_____
(Print Name)

_____
Individually

OR:

(if a corporation, partnership or limited liability company)

_____
Company Name

By: _____
Name: _____
Title: _____

Address: _____
City: _____
State: _____ Zip: _____

E-mail: _____

ATTACHMENT A
TO BAMBU FRANCHISING LLC
MULTI-UNIT DEVELOPMENT AGREEMENT

ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

This is an Addendum ("**Addendum**") to the Multi-Unit Development Agreement (the "**MUD Agreement**") by and between Bambu Franchising LLC, hereinafter "**Bambu**" and the undersigned franchisee, hereinafter "**Franchisee**." This Addendum modifies the terms of the MUD Agreement and in the event of a conflict in terms between the MUD Agreement and this Addendum, the terms of this Addendum shall be controlling.

The parties agree as follows:

1. The number of Bambū shoppes to be developed in the Development Area referenced in Section 1.1 of the MUD Agreement (including the first Bambū shoppe to be opened pursuant to the MUD Agreement) shall be:_____.

2. The Development Area, as referred to in Section 1.1 of the MUD Agreement, is described below by geographic boundaries and on the attached map and shall consist of the following zip or postal codes or areas:

_____
_____
_____
_____
_____

3. The Development Fee to be paid by Franchisee to Bambu pursuant to Section 2.1(a) of the MUD Agreement shall be $_____ (which does not include any portion of the initial franchise fee for the first shoppe to be developed hereunder).

4. The Development Schedule, as referred to in Section 3.1 of the MUD Agreement is:

Bambū Shoppe Number	**Date by Which Franchise Agreement Must be Signed and Submitted to Bambu**	**Cumulative Number of Bambū Shoppes Required to be Opened and Continuously Operated by Franchisee as of One Year* Following the Date in Preceding Column**
1	Date of this MUD Agreement	1
2		2
3		3
4		4
5		5

5. Other terms:

In witness whereof, the parties have executed this Addendum on _____.

BAMBU:	FRANCHISEE:
BAMBU FRANCHISING LLC	_____
By: _____	By: _____
Title: _____	Title: _____

ATTACHMENT B
TO BAMBU FRANCHISING LLC
MULTI-UNIT DEVELOPMENT AGREEMENT

RIDERS TO MULTI-UNIT DEVELOPMENT AGREEMENT FOR SPECIFIC STATES

If any one or more of the following Riders to the Multi-Unit Development Agreement ("**MUD Agreement**") for Specific States ("**Riders**") is checked as an "Applicable Rider" below, then that Rider shall be incorporated into the MUD Agreement entered into by Bambu Franchising LLC and the undersigned Franchisee. To the extent any terms of an Applicable Rider conflict with the terms of the MUD Agreement, the terms of the Rider shall supersede the terms of the MUD Agreement.

APPLICABLE RIDER:

United States Riders to Multi-Unit Development Agreement:

☐ California

☐ Hawaii

☐ Illinois

☐ Maryland

☐ Virginia

☐ Washington

Fully executed on _____.

BAMBU:

BAMBU FRANCHISING LLC

By: _____

Title: _____

FRANCHISEE:

_____

By: _____

Title: _____

UNITED STATES RIDERS TO MUD AGREEMENT

CALIFORNIA RIDER TO MUD AGREEMENT

1. The following shall be added at the end of Section 2.1:

> The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a MUD Agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

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

HAWAII RIDER TO MUD AGREEMENT

1. The following shall be added at the end of Section 2.1:

> The Development Fee payable by Franchisee to Bambu hereunder shall be deferred and payable on a prorata basis ($15,000 for each additional shoppe) as Bambu completes its pre-opening obligations under the Franchise Agreement for each such shoppe.

ILLINOIS RIDER TO MUD AGREEMENT

1. Illinois law governs the MUD Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. Franchisees' rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. The following shall be added at the end of Section 2.1:

> The Development Fee owed by Franchisee to Bambu shall be deferred until Bambu has fulfilled all of its initial obligations to Franchisee under the Franchise Agreement for Franchisee's first Bambū shoppe referenced in Section 1.3 and Franchisee has commenced business of that first Bambū shoppe. The Illinois Attorney General's Office imposed this deferral requirement due to Bambu's financial condition.

6. 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.

7. See the FIRST page of this Attachment B for your signature.

MARYLAND RIDER TO MUD AGREEMENT

1. The following shall be added at the end of Section 2.1:

Based on the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial franchise fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the MUD Agreement opens.

2. The following shall be added at the end of Section 8.1:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

This MUD Agreement provides for disputes to be resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

3. Section 8.3 of the MUD Agreement is deleted in its entirety.

4. 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.

VIRGINIA RIDER TO MUD AGREEMENT

1. The following shall be added at the end of Section 2.1:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the Development Fee owed by Franchisee to Bambu until this Agreement until Bambu has completed its pre-opening obligations under the Franchise Agreement for Franchisee's first Bambū shoppe referenced in Section 1.3.

WASHINGTON RIDER TO MUD AGREEMENT

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the

contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or

elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. Questionnaires and Acknowledgments. 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.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. Deferral of Fees. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.

EXHIBIT C
(TO DISCLOSURE DOCUMENT)

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

This Nondisclosure and Noncompetition Agreement (this "**Agreement**") is made and entered into effective on the day and date set forth below, by and among BAMBU FRANCHISING LLC, a Colorado limited liability company ("**Bambu**"), having an address of 7700 E. Arapahoe Rd., Suite 300, Centennial, Colorado 80112, the franchisee named on the signature page of this Agreement (the "**Franchisee**"), and the associate of Franchisee named on the signature page of this Agreement (the "**Associate**").

RECITALS

A. Bambu has developed methods for establishing, operating and promoting fast casual businesses offering featuring freshly made Vietnamese dessert drinks (Chè), Vietnamese style coffee drinks (Cà phê), Vietnamese style blended yogurts (Yonami), Asian-inspired teas (including Taiwanese Bubble Tea), and real fruit smoothies (Sinh Tố), with freshly made tapioca boba, house-prepared proprietary ingredients, and a wide-variety of drink toppings, along with mochi waffles and other complementary snack, food, and dessert items ("**Bambū shoppes**" or "**shoppes**"). Bambu franchises the operation of shoppes under its trade name and service mark "Bambū®" and other related service marks, logos, commercial symbols, trade names and trademarks (collectively, "**Marks**").

B. Bambu and its affiliates have developed proprietary methods for establishing, operating and promoting Bambū shoppes utilizing certain confidential information as more fully described herein ("**Bambū system**"), and have established substantial goodwill and an excellent reputation with respect to the quality of the services available in a Bambū shoppe, which goodwill and reputation have been and will continue to be of major benefit to Bambu.

C. Franchisee is a franchisee under an effective franchise agreement ("**Franchise Agreement**") with Bambu.

D. Associate is or will become involved with Franchisee in the capacity of an officer, partner, director, manager, agent, employee, independent contractor (such capacities collectively referred to as "**Affiliation**") or is related to a person who has an Affiliation with Franchisee, and will become privileged as to certain confidential information related to Bambu, its operations and the Bambū shoppe.

E. Associate, Franchisee and Bambu have reached an understanding and agreement with regard to nondisclosure by Associate of confidential information and with respect to noncompetition by Associate with Bambu and Franchisee.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Associate, Franchisee and Bambu, intending legally to be bound, agree as follows:

1. <u>Confidential Information</u>. Associate recognizes and agrees that certain proprietary information relating to Bambu and its operations and the operations of Bambū shoppes ("**Confidential Information**") is owned by Bambu and is treated as confidential by Bambu and Franchisee, including without limitation, all proprietary information concerning Bambū shoppes; the Bambū system; the distinctive business format, plans, methods, drink and food item preparation information, recipes, menu, food preparation techniques, processes, and product formulas of a Bambū shoppe; designs; layouts; operating procedures; all financial information of Bambu or Franchisee other than financial information

filed with any government regulatory agency; marketing methods; sales and promotional methods; all nonpublic statistical information; the strategic plan, budgets and projections for Bambu; all information concerning negotiations of any kind conducted by Bambu whether pending or completed; all marketing research data and marketing plans; all information contained in the Bambū resource center materials, and any other manual or other nonpublic written information; internal lists of franchisees and customers of Bambū shoppes; and all other information which may be considered a trade secret or proprietary and such Confidential Information as may be further developed from time to time by Bambu.

2. Use and Disclosure of Confidential Information. Associate acknowledges that, in connection with Associate's Affiliation with Bambu or Franchisee, Bambu or Franchisee will disclose in strict confidence certain Confidential Information necessary for the operation of a Bambū shoppe. Associate specifically acknowledges that the Confidential Information is valuable, unique and comprises a substantial portion of the assets of Bambu; and Associate agrees that he or she will not utilize all or any portion of the same for Associate's personal benefit during the term of Associate's Affiliation with Franchisee, nor in any manner use the same subsequent to the termination of Associate's Affiliation with Bambu or Franchisee or the termination or expiration of the Franchise Agreement, nor disclose any of the same to any person, firm, corporation or other entity whatsoever at any time for any reason or purpose, without the prior written consent of Bambu. Associate shall not copy, publish or otherwise duplicate the Confidential Information or permit others to do so and shall return all Confidential Information to Franchisee upon termination of Associate's Affiliation with Franchisee. Associate may disclose to other employees, agents, or representatives of Bambu or Franchisee the Confidential Information only to the extent necessary for such employees, agents or representatives to carry out their intended function.

3. Noncompetition Covenant. Associate covenants and agrees that, during the term of his or her Affiliation, except in conjunction with Franchisee's Bambū shoppe in a manner authorized by Bambu and Franchisee, Associate shall not, either directly or indirectly through any member of Associate's immediate family, separate business entity, or otherwise:

(a) have any direct or indirect controlling interest as a disclosed or beneficial owner in a Competitive Business, defined below;

(b) perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business;

(c) divert or attempt to divert any business related to Bambu, Franchisee or any other franchisee of Bambu to any Competitive Business by direct inducement or otherwise; or

(d) divert or attempt to divert the employment of any employee or representative of Bambu, Franchisee or any other franchisee of Bambu to any Competitive Business by any direct inducement or otherwise.

The term "**Competitive Business**" as used in this Agreement means any business operating, or any business granting franchises or licenses to others to operate a retail or wholesale business deriving more than 10 percent of its gross receipts from preparation of or sale of teas, fruit dessert drinks, coffee or other products now or in the future offered or sold by Bambū shoppes. Notwithstanding the foregoing, Associate will not be prohibited by this Agreement from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent 5 percent or less of that class of securities issued and outstanding.

4. Post-Termination Covenant Not to Compete. Associate covenants and agrees that, for a period of two years after the earlier of (i) the effective date of termination or expiration of Associate's Affiliation with Franchisee or Bambu, or (ii) the effective date of termination or expiration of the Franchisee's Franchise Agreement, neither Associate, nor any member of Associate's immediate family, shall have any direct or indirect interest as a disclosed or a beneficial owner, investor, partner, director, officer, manager, employee, consultant, representative or agent or in any other capacity in any Competitive Business located or operating within a 10 mile radius of the Franchised Location, as defined in the Franchise Agreement governing the Franchised Business, or within 10 miles of any Bambū shoppe owned by Franchisee or an affiliate of Franchisee, or within 10 miles of any other franchised or licensed Bambū shoppe. If Associate or any member of Associate's immediate family breaches this Section, then the two-year period under this Section shall start on the date that Associate or its family member, as applicable, is enjoined from such activity or ceases such activity, whichever is later. Associate expressly acknowledges that he or she possesses business and career skills and abilities of a general nature and has other opportunities for exploiting such skills and abilities. Consequently, enforcement of this covenant will not deprive Associate of his or her personal goodwill or ability to earn a living.

5. Injunction. Associate acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, Bambu and Franchisee, or either one separately, shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which Bambu and/or Franchisee may be entitled. Associate agrees that Bambu may obtain such injunctive relief, without posting a bond or bonds totaling more than $500, but upon due notice, and Associate's sole remedy in the event of the entry of such injunctive relief shall be dissolution of such injunctive relief, if warranted, upon hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Associate.

6. Assignment. Both Franchisee and Bambu may assign all or part of this Agreement and the rights which inure to either of them hereunder without the consent of Associate, provided that any assignment by Franchisee shall require the written consent of Bambu. This Agreement shall not be assignable by Associate.

7. Effect of Waiver. The waiver by Associate, Franchisee or Bambu of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof, and in no event shall such a waiver be binding upon Bambu unless it is in writing and signed by an authorized representative of Bambu.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Associate, Franchisee and Bambu and their respective heirs, executors, representatives, successors and assigns.

9. Entire Agreement. This instrument contains the entire agreement of Associate, Franchisee and Bambu relating to the matters set forth herein. It may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. Further, both Associate and Franchisee agree that no change to this Agreement shall be made without the written consent of Bambu having first been obtained.

10. Governing Law. This instrument shall be governed by and construed under the laws of the State of Colorado, U.S.A.

11. Arbitration.

(a) Any and all controversies, disputes or claims between Bambu, its subsidiaries and affiliated companies or their shareholders, members, managers, officers, directors, agents, employees and attorneys (in their representative capacity); Franchisee, its shareholders, members, managers, officers, directors, agents and employees; and/or Associate arising out of or related to: (1) this Agreement; (2) the relationship of the parties; or (3) the validity of this Agreement shall be submitted for binding arbitration; except for actions for injunctive relief pursuant to Section 5 above, which actions Bambu and/or Franchisee at their option may bring either in a court of competent jurisdiction or in arbitration.

(b) If Bambu is a party to any controversy, dispute or claim, such arbitration proceedings shall be conducted in Denver, Colorado, U.S.A., will be submitted to either the Judicial Arbiter Group or the American Arbitration Association ("**AAA**"), as selected by the party submitting the arbitration demand, and will be heard by one arbitrator in accordance with the then current rules of AAA applicable to commercial arbitration. The arbitrator shall be a resident of the State of Colorado, U.S.A. knowledgeable of Colorado law and fluent in English. The arbitration proceeding and all other hearings shall be conducted in English only, although Associate shall have the right, at Associate's option and sole expense, to have a translator present at the proceeding or other hearings. If Bambu is not a party to such controversy, dispute or claim, such arbitration proceedings shall be conducted within the area in which Franchisee's Bambū shoppe is based and will be heard by one arbitrator in accordance with the then current commercial arbitration rules of any arbitration group mutually acceptable to Franchisee and Associate, and if Franchisee and Associate cannot agree on an arbitration group within 30 days after demand for arbitration, then the AAA shall conduct such arbitration in accordance with its then current commercial arbitration rules. The decision as to whether a claim is subject to mandatory arbitration shall be made by an arbitrator, not a court.

(c) The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witnesses. In such event, the other party, at the discretion of the arbitrator, shall be required to present evidence and legal argument either at a hearing or by documents and affidavits. Such waiver shall not allow for an award against the non-paying party in the absence of evidence presented as provided above.

12. Severability. If any provision of this Agreement is held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority, arbitrator or otherwise, the parties authorize and request such court, governmental authority, or arbitrator to modify the provision held to be void, voidable, invalid, unenforceable or inoperative to contain such lesser covenants that impose the maximum duty permitted by law so that the provision is upheld as valid, and the parties agree to be bound by the modified provision. The holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement, which shall otherwise remain in full force and effect.

13. Attorneys' Fees. If Bambu or Franchisee must enforce any of the provisions or rights under this Agreement in any action at law or in equity and if the Bambu and/or Franchisee is successful in such litigation or arbitration as determined by the court or arbitrator in a final judgment or decree, then the Associate shall pay Bambu or Franchisee, as applicable, all costs, expenses and reasonable attorneys' fees incurred by Bambu and/or Franchisee (including without limitation such costs, expenses and fees on any appeals), and if Bambu and/or Franchisee receives a judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of such judgment.

14. Definitions. All capitalized terms not defined in this Agreement have the respective meanings set forth in the effective Franchise Agreement between Franchisee and Bambu.

15. Cross Default. A default by Associate under this Agreement will be deemed a default of all agreements between Franchisee and Bambu, unless waived by Bambu in writing.

16. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and via electronic signatures.

The parties have signed this Agreement on _____.

BAMBU:

BAMBU FRANCHISING LLC,
a Colorado limited liability company

By: _____
Its: _____

FRANCHISEE:

_____
a _____

By: _____
Its: _____

ASSOCIATE:

_____
Print Name: _____

RIDERS TO THE NONDISCLOSURE AND NONCOMPETITION AGREEMENT FOR SPECIFIC STATES OR COUNTRIES

If any one of the following Riders to the Nondisclosure and Noncompetition Agreement for Specific States or Countries ("**Riders**") is checked as an "**Applicable Rider**" below, then that Rider shall be incorporated into the Nondisclosure and Noncompetition Agreement entered into by Bambu Franchising LLC and the undersigned Associate and Franchisee. To the extent any terms of an Applicable Rider conflict with the terms of the Nondisclosure and Noncompetition Agreement, the terms of the Applicable Rider shall supersede the terms of the Nondisclosure and Noncompetition Agreement.

APPLICABLE RIDER

- ☐ INDIANA
- ☐ MINNESOTA
- ☐ NORTH DAKOTA
- ☐ WASHINGTON
- ☐ CANADA (All Provinces)

BAMBU:

BAMBU FRANCHISING LLC,
a Colorado limited liability company

By: _____
Its: _____

FRANCHISEE:

_____
a _____

By: _____
Its: _____

ASSOCIATE:

_____
Print Name: _____

INDIANA RIDER TO THE NONDISCLOSURE AND NONCOMPETITION AGREEMENT

1. Section 4 is reduced in scope to apply only to a 10 mile radius of the location of the Franchised Location.

2. Section 10 is deleted and replaced with the following language:

10. Governing Law. Except to the extent governed by the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Law, this instrument shall be governed by and construed under the laws of the State of Colorado, U.S.A.

MINNESOTA RIDER TO THE NONDISCLOSURE AND NONCOMPETITION AGREEMENT

1. Minnesota Statutes Section 181.991 prohibits a franchisor from restricting, restraining, or prohibiting in any way a franchisee from soliciting or hiring an employee of the franchisor or an employee of a franchisee of the same franchisor. Any such restrictions in 3(d) are hereby deemed deleted.

NORTH DAKOTA RIDER TO THE NONDISCLOSURE AND NONCOMPETITION AGREEMENT

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees:

A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

C. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Applicable Laws: Franchise agreements which specify that they are to be governed by the laws of a state other than North Dakota.

WASHINGTON RIDER TO THE NONDISCLOSURE AND NONCOMPETITION AGREEMENT

1. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the

party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

2. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

CANADA RIDER TO THE NONDISCLOSURE AND NONCOMPETITION AGREEMENT

1. Bambu, the Franchisee, and Associate agree that they shall not be restricted by this Agreement from soliciting or hiring each other's employees to the extent that such restriction would be prohibited by applicable law. Any provision of this Agreement to the contrary is hereby deemed amended accordingly.

EXHIBIT D
(TO DISCLOSURE DOCUMENT)

BAMBU FRANCHISING LLC

CLOSING ACKNOWLEDGMENT

A. The following are true and correct:

1. Yes ____ No ____ I had a face-to-face meeting with a franchise marketing representative.

If yes, the date of said meeting was:_____

2. _____. The date which I received the Franchise Disclosure Document about the Franchise.

3. _____. The date I received a fully completed copy (other than signatures) of the Franchise Agreement I later signed.

4. _____. The earliest date on which I signed the Franchise Agreement or any other binding document (not including the Receipt of Disclosure Document).

5. _____. The earliest date on which I delivered cash, check or consideration to the franchise marketing representative or any other person.

B. In order to ensure that your decision to purchase a Bambū franchise from Bambu Franchising, LLC ("**BFL**") is based upon your own independent investigation and judgment, please complete and sign this Closing Acknowledgment. I confirm the following [please change, in handwriting, and initial any change necessary]:

1. I have not received any information, either verbal or written, regarding the sales, revenues, earnings, income or profits of Bambū shoppes from any officer, employee, agent or area sales representative of BFL, except as set forth in Item 19 of BFL's Disclosure Document.

2. I have not received any assurances, promises or predictions of how well my Bambū shoppe will perform financially from any officer, employee, agent or area sales representative of BFL, except as may be set forth in Item 19 of BFL's Disclosure Document.

3. I have made my own independent determination that I have adequate working capital to develop, open and operate my Bambū shoppe.

4. I acknowledge that BFL will give me written guidelines to assist me in locating a site for my shoppe, but I also understand that I am responsible for the final decision regarding the selection of a suitable site.

5. I am not relying on any promises of BFL which are not contained in the Bambū franchise agreement.

6. I understand that my investment in a Bambū shoppe contains substantial business risks and that there is no guarantee that it will be profitable.

7. I have been advised by BFL and its representatives to seek professional legal and financial advice in all matters concerning the purchase of my Bambū shoppe.

8. I acknowledge that the success of my Bambū shoppe depends in large part upon my ability as an independent business person and my active participation in the day-to-day operation of the shoppe.

9. The name(s) of the person(s) with whom I dealt in the purchase of my Bambū shoppe is/are _____. I acknowledge that I have listed this/these person(s) on the receipt page of the Franchise Disclosure Document and delivered the executed receipt page to BFL.

Dated: _____.

PROSPECTIVE FRANCHISEE

_____
Print Name

By:_____
Title:_____

EXHIBIT E
(TO DISCLOSURE DOCUMENT)

SUCCESSOR FRANCHISE RIDER TO
BAMBU FRANCHISING LLC FRANCHISE AGREEMENT

BAMBU FRANCHISING LLC ("**Bambu**") and _____ _____ ("**Franchisee**") are signing a BAMBU FRANCHISING LLC Franchise Agreement ("**Agreement**") contemporaneously herewith and desire to supplement and amend certain terms and conditions of such Agreement by this Successor Franchise Rider to Bambu Franchising LLC Franchise Agreement ("**Rider**"). Initial capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Agreement. The parties therefore agree as follows:

1. **Initial Franchise Fee/Successor Franchise Fee**. Section 4.1 is deleted in its entirety. Franchisee will pay to Bambu a Successor Franchise Fee upon or prior to execution of this rider in the amount of $_____.

2. **Initial Training Program**. Section 6.1 is deleted in its entirety. Notwithstanding the foregoing, the definitions of "**Training Program**" and "**Bambū Certified Team Leader**," as provided in Section 6.1, shall remain effective and have the meaning set forth therein.

3. **Length of Training**. Section 6.2 is deleted in its entirety.

4. **Bambu's Development Assistance**. Section 7.1 is deleted in its entirety.

5. **Royalty Fee Payment Terms**. The first sentence of Section 12.3.a is deleted and replaced with the following:

The Royalty Fee shall be payable $800 per month due on the first day of each month.

6. **Marketing and Technology Fee Payment Terms**. The first sentence of Section 12.3.b is deleted and replaced with the following:

The Marketing and Technology Fee shall be payable on the first day of each month.

7. **Initial Marketing and Promotional Campaign**. Section 13.5 is deleted in its entirety.

8. **Successor Franchise Terms.** In accordance with Section 18.3.c, Franchisee is required to upgrade its Bambū shoppe and operations to conform with Bambu's current standards and specifications as follows:_____
_____
_____.

9. **Release.** Franchisee, for itself and its affiliates, and their respective current and former successors, assigns, officers, shareholders, directors, members, managers, agents, heirs and personal representatives ("**Franchisee Affiliates**"), hereby fully and forever unconditionally release and discharge Bambu and its affiliates, and their respective successors, assigns, agents, representatives, employees, officers, shareholders, directors, members, managers and insurers (collectively referred to as "**Bambu Affiliates**") from any and all claims, demands, obligations, actions, liabilities and damages of every kind and nature whatsoever ("**Released Claims**"), in law or in equity, whether known or unknown, which Franchisee or the Franchisee Affiliates may now have against Bambu or the Bambu Affiliates or which may hereafter be discovered. Without limiting the foregoing, Released Claims includes, but is not limited

to, all claims, demands, obligations, actions, liabilities and damages, known or unknown, in any way arising from or relating to: (i) any relationship or transaction with Bambu or the Bambu Affiliates, (ii) the Franchise Agreement or any related agreements, and (iii) the franchise relationship, from the beginning of time until the date of this Rider.

[APPLIES ONLY IN CALIFORNIA] 7(a) Release of Unknown Claims and Waiver of California Law. Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that the laws of California may purport to limit or reduce the effect of a general release with respect to claims not known or suspected by them at the time of execution of the Release, such as Section 1542 of the Civil Code of the State of California, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which, if known by him or her, must have materially affected the settlement with the debtor."

Franchisee and the Franchisee Affiliates waive and relinquish every right or benefit which they have, or may have, under Section 1542 of the Civil Code of the State of California, and under any similar provisions of any other law (as may be applicable to this Release), to the fullest extent that Franchisee and the Franchisee Affiliates may lawfully waive such right or benefit pertaining to the subject matter of this Release. In connection with such waiver and relinquishment, with respect to the Released Claims, Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Release, but that it is Franchisee's and the Franchisee Affiliates' intention to settle and release fully, and finally and forever, all Released Claims, disputes and differences, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore existed, and in furtherance of such intention, the Release given herein shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. Franchisee and the Franchisee Affiliates agree to defend, indemnify and hold harmless Bambu and the Bambu Affiliates from any and all Released Claims arising out of, directly or indirectly, the assertion by Franchisee and the Franchisee Affiliates (or any person or entity by, through, or on their behalf) of any Released Claims, positions, defenses, or arguments contrary to this Section 7(a) of this Rider.

[APPLIES ONLY IN MONTANA] 7(b) Release of Unknown Claims and Waiver of Montana Law. Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that the laws of Montana may purport to limit or reduce the effect of a general release with respect to claims not known or suspected by them at the time of execution of this Rider, such as Section 28-1-1602 of the Montana Code Annotated, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Franchisee and the Franchisee Affiliates waive and relinquish every right or benefit which they have, or may have, under Section 28-1-1602 of the Montana Code Annotated, and under any similar provisions of any other law (as may be applicable to this Agreement), to the fullest extent that they may lawfully waive such right or benefit pertaining to the subject matter of this Rider.

In connection with such waiver and relinquishment, with respect to the Released Claims, Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that Franchisee and the Franchisee Affiliates now know or believe to be true with respect to the subject matter of this Rider, but that it is their intention to settle and release fully, and finally and forever, all Released Claims, disputes and differences, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore existed, and in furtherance of such intention, the Release given herein shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. Franchisee and the Franchisee Affiliates agree to defend, indemnify and hold harmless Bambu and the Bambu Affiliates from any and all Released Claims arising out of, directly or indirectly, the assertion by Franchisee and the Franchisee Affiliates (or any person or entity by, through, or on behalf of Franchisee) of any Released Claims, positions, defenses, or arguments contrary to this Section 7(b) of this Rider.

[APPLIES ONLY IN NORTH DAKOTA] 7(c) Release of Unknown Claims and Waiver of North Dakota Law. Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that the laws of North Dakota may purport to limit or reduce the effect of a general release with respect to claims not known or suspected by them at the time of execution of the Release, such as Section 9-13-02 of the North Dakota Century Code, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by the creditor, must have materially affected the creditor's settlement with the debtor."

Franchisee and the Franchisee Affiliates waive and relinquish every right or benefit which they have, or may have, under Section 9-13-02 of the North Dakota Century Code, and under any similar provisions of any other law (as may be applicable to this Release), to the fullest extent that Franchisee and the Franchisee Affiliates may lawfully waive such right or benefit pertaining to the subject matter of this Release. In connection with such waiver and relinquishment, with respect to the Released Claims, Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Release, but that it is Franchisee's and the Franchisee Affiliates' intention to settle and release fully, and finally and forever, all Released Claims, disputes and differences, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore existed, and in furtherance of such intention, the Release given herein shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. Franchisee and the Franchisee Affiliates agree to defend, indemnify and hold harmless Bambu and the Bambu Affiliates from any and all Released Claims arising out of, directly or indirectly, the assertion by Franchisee and the Franchisee Affiliates (or any person or entity by, through, or on their behalf) of any Released Claims, positions, defenses, or arguments contrary to this Section 7(c) of this Rider.

10. General. This Rider shall be construed and enforced in accordance with, and governed by, the laws of the State of Colorado. Nothing in this Rider is intended to disclaim any representations made by Bambu in the most recent franchise disclosure document provided by Bambu or its representatives to Franchisee in connection with any exercise of successor franchise rights. The headings are for convenience in reference only and shall not limit or otherwise affect the meaning hereof. This

Rider may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. If any provision of this Rider shall be held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed modified to eliminate the invalid or unenforceable element and, as so modified, such provision shall be deemed a part of this Rider as though originally included. The remaining provisions of this Rider shall not be affected by such modification. All provisions of this Rider are binding and shall inure to the benefit of the Parties and their respective delegatees, successors and assigns.

11. Inconsistent Terms. The terms and conditions of this Rider are in addition to or in explanation of the existing terms and conditions of the Agreement and shall prevail over and supersede any inconsistent terms and conditions thereof.

Fully executed on _____.

BAMBU FRANCHISING LLC

By: _____
Its: _____

FRANCHISEE:

_____
_____, Individually

OR:

_____
Company Name

By: _____
Title: _____

EXHIBIT F
(TO DISCLOSURE DOCUMENT)

GENERAL RELEASE

THIS GENERAL RELEASE ("**Release**") is made effective as of the date set forth on the signature page hereto by _____, individually and _____, a _____ [corporation/limited liability company] (collectively, "**Franchisee**") in favor of Bambu Franchising LLC, a Colorado limited liability company ("**Bambu**") (collectively referred to as "**Parties**"), who, on the basis of the following agreements, agree as follows:

A. The Parties have entered into that certain Franchise Agreement dated _____, 20__ ("**Franchise Agreement**"), which governs the development and operation of a Bambū shoppe ("**Bambū shoppe**" or "**shoppe**") (to the extent not otherwise defined herein, all initial-capitalized references shall have the same meaning as set forth in the Franchise Agreement);

B. Franchisee desires to transfer the Franchise Agreement, the ownership of Franchisee, or the Bambū shoppe or some or all of the assets of the shoppe;

OR

B. Franchisee desires to enter into a successor agreement to the existing Franchise Agreement;

C. The Bambu desires to consent to Franchisee's request subject to Franchisee's compliance with the terms and conditions set forth in the Franchise Agreement including, without limitation, the execution and delivery by Franchisee to Bambu of this Release.

1. **Release**. Franchisee, for itself and its affiliates, and their respective current and former successors, assigns, officers, shareholders, directors, members, managers, agents, heirs and personal representatives ("**Franchisee Affiliates**"), hereby fully and forever unconditionally releases and discharges Bambu and its affiliates, and their respective successors, assigns, agents, representatives, employees, officers, shareholders, directors, members, managers and insurers (collectively referred to as "**Bambu Affiliates**") from any and all claims, demands, obligations, actions, liabilities and damages of every kind and nature whatsoever ("**Released Claims**"), in law or in equity, whether known or unknown, which Franchisee or the Franchisee Affiliates may now have against Bambu or the Bambu Affiliates or which may hereafter be discovered. Without limiting the foregoing, Released Claims includes, but is not limited to, all claims, demands, obligations, actions, liabilities and damages, known or unknown, in any way arising from or relating to: (i) any relationship or transaction with Bambu or the Bambu Affiliates, (ii) the Franchise Agreement or any related agreements, and (iii) the franchise relationship, from the beginning of time until the date of this Release.

[APPLIES ONLY IN CALIFORNIA] 1.(a) Release of Unknown Claims and Waiver of California Law. Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that the laws of California may purport to limit or reduce the effect of a general release with respect to claims not known or suspected by them at the time of execution of the Release, such as Section 1542 of the Civil Code of the State of California, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected the settlement with the debtor."

Franchisee and the Franchisee Affiliates waive and relinquish every right or benefit which they have, or may have, under Section 1542 of the Civil Code of the State of California, and under any similar provisions of any other law (as may be applicable to this Release), to the fullest extent that Franchisee and the Franchisee Affiliates may lawfully waive such right or benefit pertaining to the subject matter of this Release. In connection with such waiver and relinquishment, with respect to the Released Claims, Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Release, but that it is Franchisee's and the Franchisee Affiliates' intention to settle and release fully, and finally and forever, all Released Claims, disputes and differences, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore existed, and in furtherance of such intention, the Release given herein shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. Franchisee and the Franchisee Affiliates agree to defend, indemnify and hold harmless Bambu and the Bambu Affiliates from any and all Released Claims arising out of, directly or indirectly, the assertion by Franchisee and the Franchisee Affiliates (or any person or entity by, through, or on their behalf) of any Released Claims, positions, defenses, or arguments contrary to this Section 1(a) of this Release.

[APPLIES ONLY IN MONTANA] 1.(b) Release of Unknown Claims and Waiver of Montana Law. Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that the laws of Montana may purport to limit or reduce the effect of a general release with respect to claims not known or suspected by Releasor at the time of execution of this Release, such as Section 28-1-1602 of the Montana Code Annotated, which provides as follows:

> "A general release does not extend to claims that the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which, if known by the creditor, must have materially affected the creditor's settlement with the debtor."

Franchisee and the Franchisee Affiliates waive and relinquish every right or benefit which they have, or may have, under Section 28-1-1602 of the Montana Code Annotated, and under any similar provisions of any other law (as may be applicable to this Release), to the fullest extent that they may lawfully waive such right or benefit pertaining to the subject matter of this Release. In connection with such waiver and relinquishment, with respect to the Released Claims, Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that Franchisee and the Franchisee Affiliates now know or believe to be true with respect to the subject matter of this Release, but that it is their intention to settle and release fully, and finally and forever, all Released Claims, disputes and differences, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore existed, and in furtherance of such intention, the Release given herein shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. Franchisee and the Franchisee Affiliates agree to defend, indemnify and hold harmless Bambu and the Bambu Affiliates from any and all Released Claims arising out of, directly or indirectly, the assertion by Franchisee and the Franchisee Affiliates (or any person or entity by, through, or on behalf of Releasor) of any Released Claims, positions, defenses, or arguments contrary to this Section l.(b) of this Release.

[APPLIES ONLY IN NORTH DAKOTA] 1.(c) Release of Unknown Claims and Waiver of North Dakota Law. Franchisee and the Franchisee Affiliates acknowledge that they are aware

and informed that the laws of North Dakota may purport to limit or reduce the effect of a general release with respect to claims not known or suspected by them at the time of execution of this Release, such as Section 9-13-02 of the North Dakota Century Code, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by the creditor, must have materially affected the creditor's settlement with the debtor."

Franchisee and the Franchisee Affiliates waive and relinquish every right or benefit which they have, or may have, under Section 9-13-02 of the North Dakota Century Code, and under any similar provisions of any other law (as may be applicable to this Release), to the fullest extent that they may lawfully waive such right or benefit pertaining to the subject matter of this Release. In connection with such waiver and relinquishment, with respect to the Released Claims, Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that Franchisee and the Franchisee Affiliates now know or believe to be true with respect to the subject matter of this Release, but that it is their intention to settle and release fully, and finally and forever, all Released Claims, disputes and differences, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore existed, and in furtherance of such intention, the Release given herein shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. Franchisee and the Franchisee Affiliates agree to defend, indemnify and hold harmless Bambu and the Bambu Affiliates from any and all Released Claims arising out of, directly or indirectly, the assertion by Franchisee and the Franchisee Affiliates (or any person or entity by, through, or on behalf of Releasor) of any Released Claims, positions, defenses, or arguments contrary to this Section l.(c) of this Release.

2. **General**. This Release shall be construed and enforced in accordance with, and governed by, the laws of the State of Colorado. This Release embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof; and this Release may not be modified or amended or any term hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced. Nothing in this Release is intended to disclaim any representations made by Bambu in the most recent franchise disclosure document provided by Bambu or its representatives to Franchisee in connection with any successor to the Franchise Agreement. The headings are for convenience in reference only and shall not limit or otherwise affect the meaning hereof. This Release may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. If any provision of this Release shall be held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed modified to eliminate the invalid or unenforceable element and, as so modified, such provision shall be deemed a part of this Release as though originally included. The remaining provisions of this Release shall not be affected by such modification. All provisions of this Release are binding and shall inure to the benefit of the Parties and their respective delegatees, successors and assigns.

FOR WASHINGTON FRANCHISEES ONLY:

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act, RCW 19.100, or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel.

IN WITNESS WHEREOF, the Parties have caused this Release to be made effective on _____.

BAMBU FRANCHISING LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____
Individually

_____
Individually

AND:
(if a corporation, limited liability company or partnership)

_____
Company

By:_____
Title:_____

EXHIBIT G
(TO DISCLOSURE DOCUMENT)

OWNER OPERATIONS MANUAL

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EXHIBIT H
(TO DISCLOSURE DOCUMENT)

LIST OF FRANCHISEES
As of December 31, 2025

California

Truong Tran
Tran Investment Group LLC
8139 Elk Grove Blvd.
Elk Grove, CA 95758
916-919-9718

George Quach
Tiffany Le
G & T Entertainment Inc.
3145 E. Mayfair Ct.
Fresno, CA 93703
559-233-4195

George Quach
Tiffany Le
G & T Entertainment Inc.
6702 North Cedar Ave., No. 103
Fresno, CA 93710
559-233-4195

Luan Truong
LTTV Enterprise LLC
9762 Chapman Ave.
Garden Grove, CA 92841
408-421-5446

Edmund Chan
230 El Camino Real
Millbrae, CA 94030
650-269-8448

Aaron Tran
TV Sweet Corner Corp
89 S. Park Victoria Drive
Milpitas, CA 95035
408-945-8989

Veronica Vu
Modern Dessert Sacramento Inc.
6901 Stockton Blvd.
Sacramento, CA 95823
916-422-0268

Thuy Tran
Sweet Recipe LLC
152 Venue Street
San Francisco, CA 94124

Paul Young
Ai&P LLC
6050 Geary Boulevard #101
San Francisco, CA 94121
415-379-4683

Kelly Pham
Sweet Bean Inc.
1908 Aborn Road
San Jose, CA 95121
408-387-3765

Diem Vu
Sweet Tweet, Inc.
1688 Hostetter Road, #D
San Jose, CA 95131
408-392-8238

Diem Vu
Sweet Tweet, Inc.
949 McLaughlin Avenue
San Jose, CA 95122
408-283-9666

Mai Thi Tran
KaveT LLC
3700 Thomas Rd., #101
Santa Clara, CA 95054
408-352-5365

Tim Nguyen
Fusion T&T LLC
1304 East Hammer Lane, Suite 11
Stockton, CA 95210
209-808-5182

Oanh Ho
Victoria2012, LLC
189 W. Washington Ave.
Sunnyvale, CA 94086
408-739-2449

Lalie Cuision
M & L and Sons, LLC
1865 W. 11th St,
Tracy, CA 95376
925-428-7101

Tuyet Nguyen
Katie Juicy, LLC
10161 Balsa Avenue #109A
Westminster, CA 92683
714-418-9032

Florida

Linda Nguyen
Yen Ventures LLC
Micromar Outlets
10801 Corkscrew Rd.
Estero, FL 33928
216-832-4298

Illinois

Wilber Darren Sinclaire
Tasty Delicacy LLC
5010 N. Broadway St.
Chicago, IL 60640
773-293-7234

Louisiana

Duyan Nguyen
DP&P Mandeville LLC
7412 Duckhorn Dr.
Marrero, LA 70072
504-380-4141

Duyan Nguyen
DP & P Desserts LLC
4401 Veterans Memorial Blvd., #101
Metarie, LA 70006
504-380-4141

Maryland

Jackie Vo
Vo Cuisine, LLC
802 Fleet St.
Baltimore, MD 21202
804-349-8743

Massachusetts

Dang Pham
Slicecorp. Inc.
287 Adams St. #2
Dorchester, MA 02122
508-808-4895

Paul Le
KP Dessert LLC
199 Plain St.
Lowell, MA 01852
978-726-9890

Michigan

Kat Shinohara
Sweet Clover LLC
3354 Washtenaw Ave.
Ann Arbor, MI 48104
248-962-5187

Anousone Khammanivong
Bobba Johns LLC
3023 W. Shore Dr., #10
Holland, MI 49424
616-414-2018

Du Lam
Monkey Tea, LLC
5390 S. Division
Kentwood, Ml 49548
714-616-9872

Scott Bachman*
Chelatte Dallas LLC
30804 Johns Rd.
Madison Heights, MI 48071
586-229-4137

Dhrupesh Patel
Satsung Sipo Inc.
4917 4 Bartlett
Novi, MI 48377
248-826-3950

Minnesota

Hoang Do
GG Drinks Inc.
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Minneapolis, MN 55408
612-787-6166

Mississippi

Quan Le
Le Desserts & Drinks, Inc.
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D'iberville, MS 39540
856-236-7409

New Jersey

Mohammed Rahman
Nadia & Sadia LLC
123 N. Michigan Ave., #100B 1
Atlantic City, NJ 08401
609233-9951

Mohammed Rahman
Sip & Chill LLC
123 N. Michigan Ave., #100B1
Atlantic City, NJ 08401
609-233-9951

North Carolina

Lan Chi Trinh
Prior E Tea LLC
1941 Hoffman Rd.
Gastonia, NC 28054
717-343-9172

Oregon

Lannette Do
Bamboo Dynasty LLC
8001 SE Powell Blvd., Suite M
Portland, OR 97206
503-774-2005

Pennsylvania

Laura Nguyen
Bambu Phila 1 LLC
600 Washington Ave., #9
Philadelphia, PA 19147
267-368-4422

Texas

Sydney Nguyen
Vietnamese Pho Bo and Seafood 2, LLC
12312 Barker Cypress Rd.
Cypress, TX 77429
832-705-5878

Scott Bachman*
Chelatte Dallas LLC
2625 W Pioneer Pkwy, Ste 207
Grand Prairie, TX 75051
214-677-1470

Holly Hoa
Le Inc.
10613 Bellaire Blvd., Unit 168
Houston, TX 77072
832-328-3900

Danny Kem
D&R Refreshments LLC
3010 Gears Road
Houston, TX 77067
281-537-7107

Hieu Phan
Phan Pham Investment Group
18346 Kearney Terrace Ln.
Richmond, TX 77407
713-367-3974

Virginia

Tony Nguyen
Win Win LLC
4040 Cox Rd, Unit F
Glen Allen, VA 23060
757-777-7837

Washington

Huy Vu
Che Empire Inc.
22511 Highway 99
Edmonds, WA 98026
360-556-8372

Hangsuk Lee
LNL LLC
18230 E. Valley Hwy, #192
Kent, WA 98032
809-760-8070

Wisconsin

Arom Wichitchu
Waaree LLC
Hilldale Shopping Center, Unit A4
550 N. Midvale Blvd.
Madison, WI 53705
808-467-6626

Nadine Lee
Cali Dreamin LLC
424 Military Ave.
Geen Bay, WI 54303
920-360-9995

Arom Wichitchu
Waaree LLC
120 N. Grand Ave.
Sun Prairie, WI 53590
808-467-6626

Andrea Nugyen
Take LLC
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Canada

British Columbia

Julie Lieu
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Vancouver, BC V5V 1N9, Canada
205-779-8766

Ontario

Kathy Tu
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3175 Rutherford Road, Unit 70
Vaughn, ON L4K 5Y6, Canada
416-459-6992

The Philippines

Oliver Co
Global Food Hub, Inc.
SM Mall of Asia
1300 Metro
Manila, Philippines
63-917-816-1007

Oliver Co
Global Food Hub, Inc.
SM Mall of Asia
1300 Metro
Manila, Philippines
63-917-816-1007
(2nd Outlet in same mall)

*Franchisee also signed Multi-Unit Development Agreement

LIST OF FRANCHISEES WHO HAVE SIGNED A FRANCHISE AGREEMENT FOR OUTLETS NOT YET OPEN

As of December 31, 2025

Arizona

Ayako Holtz
TeaChe Girls LLC
1820 E. Ray Road, #1000
Chandler, AZ 85225

California

Pai Chang
JMP Vang Group LLC
1401 21st Street, #R
Sacramento, CA 95811

Andrew Song
ITG Shop LLC
3666 Cherokee Avenue
San Diego, CA 92104

Colorado

MarcGeman
BambuAV Ltd
200 W. 136th Ave.
Westminster, CO 80234
303-810-1212

Jacob Sun
SunBerry LLC
6476 Ward Rd.
Arvada, CO 80004
720-212-3077
(Closed for Relocation)

Florida

Thi Greene
Dore LLC
9582 Starlight Loop
Parish, FL 34219

Illinois

Tony Fang
Square Grove LLC
84 Allerton Dr.
Schaumburg, IL 60194

Kansas

Tuan Phan
HVH Food & Drinks LLC
7901 W 129th St. Ste 10
Overland Park, KS 66213

Louisiana

Terry Naidoo
Geaux to Che LLC
14383 Corusey Cove Ave.
Baton Rouge, LA 70817

Marc Geman
BambuAV Ltd.
13001 US-90
Boutte, LA 70039
303-810-1212

Michigan

Scott Bachman*
Chelatte Dallas LLC
30804 Johns Rd.
Madison Heights, Ml 48071
586-229-4137
(Closed for Relocation)

Texas

Kevin Ngo
Chevette LLC
5747 Mountain Hollow Dr.
Dallas, TX 75249

Virginia

Thaony Nguyen
Tn & TL Annandale LLC
TBD
Annandale, VA
(Closed for Relocation)

Wisconsin

Marc Geman
BambuAV Ltd
250 E Wolf Run
Mukwonago, WI 53149

Canada

Ontario

Vy Nguyen
Ontario Inc.
Toronto, ON M9N 3Z6, Canada
416-999-2231

EXHIBIT I
(TO DISCLOSURE DOCUMENT)

LIST OF FRANCHISEES THAT HAVE LEFT THE SYSTEM

Listed below are the names, city, state and telephone numbers of every Franchisee who has had a franchise terminated, cancelled, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement within the most recently completed fiscal year; or who has not communicated with Bambu within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed in the future to other buyers when you leave the franchise system.

Florida

Tony Tran
Tran Hoang LLC
Orlando, FL
407-286-4085

Kentucky

Tiffany Phan
Ginji Bistro LLC
Louisville, KY
502-554-8481

Michigan

Farooq Hague
Hague Franchises LLC
Canton, MI
248-835-2521

Meenu Chabra
Guru Meher LLC
Northville, MI
425-283-2001

Nevada

Santy Luangpraseuth
DJ Enterprise LV LLC
Las Vegas, NV
702-629-7726

Santy Luangpraseuth
D.J. Enterprise LV LLC
Las Vegas, NV
702-629-7726

New Jersey

Thi Chin
Sweet Delights by cLc LLC
Mays Landing, NJ
609-837-9997

New York

Damion Hoang
NY Desserts & Drinks, Inc.
Stony Brook, NY
631-364-9360

Chinh Nguyen
CYF, LLC
Syracuse, NY
315-744-6599

North Carolina

Zoe Tran
Z&F Che, Inc.
Cary, NC
206-849-7485

Ohio

Sinith Chhour
Columbusdrink LLC
Columbus, OH
614-209-1614

Pennsylvania

Carroll Nguyen
Refreshing Concepts LLC
Philadelphia, PA
267-226-5427

EXHIBIT I
(TO DISCLOSURE DOCUMENT)

Texas

Cindy Huynh
Desserts Austin LLC
Austin, TX
512-832-8886

Washington

Dyane Ng
D&M Desserts LLC
Kent, WA
253-236-8906

Michael Huynh
MCNH Investments LLC
Tacoma, WA
206-850-6580

Wisconsin

Que Nguyen
Doc's Che LLC
West Allis, WI
414-216-8030

Franchisees that have left the system in 2025 either before opening their Bambu shoppe or while they were closed for a relocation (such that they were not shown as an operating outlet in Table No. 3 as of the end of 2024):

Arizona

Christina Hilton
JAC Tea LLC
San Tan Valley, AZ

California

Rattana Sem
JME Investments
Stockton, CA
209-808-5182

Ontario, Canada

Dai Bui
DKRW
Oakville, ON, Canada
647-787-5530

EXHIBIT J
(TO DISCLOSURE DOCUMENT)

FINANCIAL STATEMENTS

FINANCIAL STATEMENTS OF
BAMBU FRANCHISING LLC



BAMBU FRANCHISING, LLC

FINANCIAL STATEMENTS

WITH INDEPENDENT AUDITOR'S REPORT

DECEMBER 31, 2025



BAMBU FRANCHISING, LLC

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KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

Independent Auditor's Report

To the Members
Bambu Franchising, LLC
Centennial, Colorado

Opinion

We have audited the accompanying financial statements of Bambu Franchising, LLC, which comprise the balance sheet as of December 31, 2025, and the related statements of operations, members' deficit, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Bambu Franchising, LLC as of December 31, 2025 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Keza & Dunlavy

St. George, Utah
April 6, 2026

BAMBU FRANCHISING, LLC
BALANCE SHEETS
As of December 31, 2025

	2025
Assets	
Current assets	
Cash and cash equivalents	$ 3,267
Accounts receivable	331,794
Inventory	47,423
Prepaid expenses and other current assets	8,955
Total current assets	391,439
Non-current assets	
Right of use asset	22,674
Intangible assets, net	26,844
Property and equipment, net	9,089
Other assets	9,875
Total non-current assets	68,482
Total assets	$ 459,921
Liabilities and Members' Deficit	
Current liabilities	
Accounts payable and accrued expenses	$ 594,416
Line of credit	26,033
Deferred revenue, current	183,683
Notes payable, current	42,945
Notes payable to members, current	33,450
Operating lease liability, current	15,323
Total current liabilities	895,850
Non-current liabilities	
Deferred revenue, non-current	829,495
Notes payable, non-current	141,774
Notes payable to members, non-current	214,681
Operating lease liability, non-current	10,836
Total non-current liabilities	1,196,786
Total liabilities	2,092,636
Members' deficit	(1,632,715)
Total liabilities and members' deficit	$ 459,921

The accompanying notes are an integral part of these financial statements.

BAMBU FRANCHISING, LLC
STATEMENTS OF OPERATIONS
For the year ended December 31, 2025

	2025
Operating revenue	
Product sales	$ 1,257,382
Royalty and marketing fees	785,308
Initial franchise fees	481,278
Other operating revenue	86,156
Total revenue	2,610,124
Cost of goods sold	1,036,853
Gross profit	1,573,271
Operating expenses	
General and administrative	821,260
Marketing and advertising	335,539
Professional fees	153,422
Total operating expenses	1,310,221
Income from operations	263,050
Non-operating expense	
Interest expense	60,728
Total non-operating expense	60,728
Net income	$ 202,322

The accompanying notes are an integral part of these financial statements.

BAMBU FRANCHISING, LLC
STATEMENTS OF CHANGES IN MEMBERS' DEFICIT
For the year ended December 31, 2025

Balance as of January 1, 2025	$	(1,835,037)
Net income		202,322
Balance as of December 31, 2025	$	(1,632,715)

The accompanying notes are an integral part of these financial statements.

BAMBU FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
For the year ended December 31, 2025

	2025
Cash flow from operating activities:	
Net income	$ 202,322
Adjustments to reconcile net income to net cash used in operating activities:	
Depreciation	2,774
Amortization	22,171
Changes in operating assets and liabilities:	
Accounts receivable	(45,969)
Inventory	(7,634)
Prepaid expenses	(8,955)
Operating lease asset and liability	2,601
Other assets	3,063
Accounts payable and accrued expenses	(94,933)
Deferred revenue	(130,277)
Net cash used in operating activities	(54,837)
Cash flows from investing activities:	
Purchase of equipment	(11,863)
Net cash used in investing activities	(11,863)
Cash flows from financing activities:	
Net change in line of credit	26,033
Net paymenst on notes payable	(35,608)
Net paymenst on notes payable to members	(24,479)
Net cash used in financing activities	(34,054)
Net increase (decrease) in cash	(100,754)
Cash at the beginning of the year	104,021
Cash at the end of the year	$ 3,267
Supplementary disclosures of cash flows	
Cash paid for interest	$ 60,728

The accompanying notes are an integral part of these financial statements.

BAMBU FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2025

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

Bambu Franchising, LLC (the "Company") was formed on December 29, 2014 in the State of Colorado for the primary purpose of selling and supporting the Bambu franchise system.

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year. The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America.

(b) Accounting Standards Codification

The Financial Accounting Standards Board ("FASB") has issued the FASB Accounting Standards Codification ("ASC") that became the single official source of authoritative U.S. generally accepted accounting principles ("GAAP"), other than guidance issued by the Securities and Exchange Commission ("SEC"), superseding existing FASB, American Institute of Certified Public Accountants, Emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

(c) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates.

(d) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase.

(e) Accounts Receivable

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales, royalty fees, and services provided to franchisees. These receivables are carried at original invoice amount less an estimate made for doubtful receivables based on a review of outstanding amounts. When determining the allowance for doubtful receivable, the Company has adopted ASC 326, *Financial Instruments—Credit Losses*. This standard requires that management utilize the Current Expected Credit Losses ("CECL") model to recognize the appropriate allowance for doubtful receivables. This model requires entities to estimate and recognize expected credit losses over the life of the financial instrument.

For trade receivables, management has elected to apply a simplified approach, based on historical loss experience and adjustments for current and forecasted economic conditions. Management regularly evaluates individual customer receivables, considering their financial condition, credit history and current economic conditions. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded as income when received. As of December 31, 2025, the Company had no allowance for doubtful accounts.

(f) Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, operating notes receivable, and accounts payable, the carrying amounts approximate fair value due to their short maturities. The amounts shown for notes payable also approximate fair value because current interest rates and terms offered to the Company for similar debt are substantially the same. Related party transactions may not be stated at fair market value.

(g) Inventory

Inventory is stated at the lower of cost or net realizable value. Cost is determined on a first-in, first-out basis.

(h) Property and Equipment

In accordance with ASC 360, *Property, Plant and Equipment*, the Company accounts for property and equipment at cost less accumulated depreciation. Items in excess of $1,000 that meet specific guidelines are capitalized. Expenditures for major renewals and improvements are capitalized. Minor replacements, maintenance, and repairs are expensed as incurred. When property and equipment are retired or otherwise disposed of, the cost of the asset and related accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the result of operations for the respective period. Depreciation on property and equipment is calculated on the straight-line method over the estimated useful lives of the assets. The estimated useful lives for significant property and equipment categories are as follows:

Computer software	3 years
Equipment	5 years
Furniture and fixtures	5 years
Leasehold improvements	Lesser of the useful life or lease term

(i) Intangible Assets

The Company has acquired goodwill and intangible assets, which consist of trademarks and franchise agreements. The Company has elected to implement the private company standards outlined in ASC 805-20, *Business Combinations*, which provides the option not to recognize separate from goodwill: (a) customer-related intangible assets and (b) non-competition agreements. Rather, the value of these intangibles would be included as a part of goodwill. Under the private company standard, goodwill is amortized over a useful life of ten years. Through evaluation of the useful lives of the franchise agreements, management has estimated a useful life of ten years. Management has determined the trademarks have an indefinite useful life. Potential for impairment is considered only upon the occurrence of a triggering event. As of December 31, 2025, the carrying value of goodwill, trademark licenses, and franchise agreements were not considered impaired.

(j) Long Lived Assets

Long–lived assets, such as property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized for the difference between the carrying amount of the asset and the fair value of the asset.

(k) Leasing

The Company has adopted ASC 842, *Leases*. The Company has an operating lease for office space. This lease required the Company to record a right-of-use asset and lease liability. The lease liability reflects the present value of the Company's estimated future minimum lease payments over the lease terms, discounted using a collateralized incremental borrowing rate. The impact of ASC 842 is non-cash in nature and does not affect the Company's cash flows.

The Company has made an accounting policy election not to recognize right-of-use assets and lease liabilities that arise from any of its short-term leases. All leases with a term of 12 months or less at commencement, for which the Company is not reasonably certain to exercise available renewal options that would extend the lease term past 12 months, will be recognized on a straight-line basis over the lease term.

(l) Revenue Recognition

The Company has adopted ASC 606, Revenue from Contracts with Customers. ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the considerations expected to be received for those goods or services. In implementing ASC 606, the Company evaluated all revenue sources using the five-step approach: identify the contract, identify the performance obligations, determine the transaction price, allocate the transaction price, and recognize revenue. For each franchised location, the Company enters into a formal franchise agreement that clearly outlines the various components of the transaction price and the Company's performance obligations.

The Company's revenues consist of initial franchise fees, royalties, renewal fees, transfer fees, technology, and service fees.

Royalty fees

Upon evaluation of the five-step process, the Company has determined that royalty fees are to be recognized in the same period as the underlying sales, in accordance with the sales-based royalty exception.

Technology and service fees

The Company provides technology and other services (including applicant screening, accounting/bookkeeping, and marketing) to its franchisees on a monthly basis. Upon evaluation of the five-step process, the Company has determined that technology fees are to be recognized in the same period as the services are provided.

Initial franchise fees

The Company is required to allocate the transaction price associated with initial franchise fees between the franchise license and associated performance obligations. In identifying the associated performance obligations, the Company has elected to adopt the practical expedient for private company franchisors outlined in ASC 952-606, *Franchisors—Revenue from Contracts with Customers*. In addition, the practical expedient allows franchisors to account for pre-opening services as a single distinct performance obligation, which the Company has elected to adopt. These pre-opening services include the following (which the Company may or may not provide all of):

- Assistance in the selection of a site
- Assistance in obtaining facilities and preparing the facilities for their intended use, including related financing, architectural, and engineering services, and lease negotiation
- Training of the franchisee's personnel or the franchisee
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping
- Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, real estate, and other taxes about local regulations affecting the franchisee's business
- Inspection, testing, and other quality control programs

For initial franchise fees, the Company recognizes revenue attributable to pre-opening services when all services have been provided, which is generally when the franchisee has begun operations. The remaining initial fee is then recognized on a straight-line basis over the life of the agreement, which is generally 10 years.

(m) Income Taxes

The Company is structured as a limited liability company under the laws of the state of Colorado. Accordingly, the income or loss of the Company will be included in the income tax returns of the member. Therefore, there is no provision for federal and state income taxes.

The Company follows the guidance under ASC 740, *Accounting for Uncertainty in Income Taxes*. ASC 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the member rather than the Company. Accordingly, there would be no effect on the Company's financial statements.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2025, the 2024, 2023, and 2022 tax ended are subject to examination.

(n) Advertising Costs

The Company expenses advertising costs as incurred. Advertising expenses for the year ended December 31, 2025 were $335,539.

(o) Concentration of Risk

The Company maintains its cash in bank deposit accounts which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

(2) Operating Lease

The Company is the lessee in an operating lease for office space. As of December 31, 2025, the Company recorded a right of use asset of $22,674. As of December 31, 2025, the Company had the following lease liability:

	2025
Lease liability, current	$ 15,323
Lease liability, non-current	10,836
	$ 26,159

As of December 31, 2025, the future minimum lease payments under non-cancelable operating leases are as follows:

For the year ended December 31,	
2026	$ 19,008
2027	11,551
Total lease payments	30,559
Less: amounts representing interest (discount rate of 19%)	(4,400)
Total operating lease liabilities	$ 26,159

(3) Franchise Agreements

The Company's franchise agreements generally provide for payment of initial fees as well as continuing royalties and marketing fees to the Company based on a percentage of sales. Under the franchise agreement, franchisees are granted the right to operate a location using the Sam the Concrete Man system for a period of ten years. Under the Company's revenue recognition policy, franchise fees and any corresponding commissions allocated to pre-opening services are recognized when those services are rendered, with the remainder amortized over the life of the

agreement. All revenues to be recognized in the coming twelve month periods are categorized as current, while all others are classified as non-current.

Disaggregated franchise fee revenue based on the satisfaction of performance obligations in the Company's contracts with franchisees for the year ended December 31, 2025 is as follows:

	2025
Performance obligations satisfied at a point in time	$ 148,000
Performance obligations satisfied over the life of the contract	333,278
Total initial franchise fee revenue	$ 481,278

The following table represents the activity of the Company's deferred revenue for the year ended December 31, 2025:

	2025
Beginning deferred revenue	$ 1,143,455
Additions	351,001
Revenue recognized from beginning deferred revenue	(368,738)
Revenue recognized from contracts executed in the current year	(112,540)
Ending deferred revenue	$ 1,013,178
Deferred revenue, current	$ 183,683
Deferred revenue, non-current	829,495
	$ 1,013,178

(4) Notes Payable

The Company's notes payable consisted of the following as of December 31:

	2025
Note payable with a finance company. Face Amount $183,258 interest at 19.99% per year, payment in 84 installments of $4,068. Collateralized by the assets of the Company and the personal guaranty of the managing member of the Company.	$ 157,965
Note payable Gap Fund Program Face amount of $75,000, interest at 5.75% per year, payment in 36 installments of $2,273. Collateralized by the assets of the Company and personal guaranty of the managing member of the Company.	26,754
	184,719
Less: current maturities	(42,945)
	$ 141,774

(5) Notes Payable to Members

The Company's notes payable to members consisted of the following as of December 31:

	2025
	$
Note payable with managing member. Face Amount $250,000 interest at 10% per year, payment in 84 installments of $4,150. Not collateralized.	227,544
Note payable with member. Face Amount $25,000 interest at 10% per year, payment in 36 installments of $581 on a 60-month amortization schedule. Uncollateralized.	20,587
	248,131
Less: current maturities	(33,450)
	$ 214,681

(6) Commitments and Contingencies

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC 450, *Contingencies*, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is "probable" and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is "probable" but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is "reasonably possible," disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are "remote" are neither accounted for nor disclosed.

In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

(7) Subsequent Events

Management has reviewed and evaluated subsequent events through April 6, 2026, which is the date the financial statements were available to be issued.

BAMBU FRANCHISING, LLC

FINANCIAL REPORT

AS OF DECEMBER 31, 2024 AND 2023

BAMBU FRANCHISING, LLC

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REESE
CPA LLC

Independent Auditor's Report

To the Members
Bambu Franchising, LLC
Denver, Colorado

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Bambu Franchising, LLC which comprise the balance sheet as of December 31, 2024, and 2023, and the related statements of operations, changes in members' (deficit) and cash flows for the years ended December 31, 2024, 2023, and 2022, and the related notes to the financial statements.

In our opinion, the financial statements referred to in the first paragraph above present fairly, in all material respects, the financial position of Bambu Franchising, LLC as of December 31, 2024, and 2023 and the results of its operations and its cash flows for the years ended December 31, 2024, 2023, and 2022, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Bambu Franchising, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Bambu Franchising, LLC's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Bambu Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Bambu Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Reese CPA LLC

Ft. Collins, Colorado
March 25, 2025

BAMBU FRANCHISING, LLC
BALANCE SHEETS

	AS OF DECEMBER 31, 2024	AS OF DECEMBER 31, 2023
ASSETS:		
CURRENT ASSETS		
Cash and equivalents	$ 104,021	$ 32,315
Accounts receivable	284,924	352,113
Inventory	39,789	41,022
Prepaid expense and other assets	-	19,064
TOTAL CURRENT ASSETS	428,734	444,514
NON-CURRENT ASSETS		
Intangible assets	49,015	113,356
Right to use asset	13,757	37,339
Other assets	12,938	4,545
TOTAL ASSETS	$ 504,444	$ 599,754
LIABILITIES AND MEMBERS' (DEFICIT):		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 689,346	$ 480,167
Current portion of non-refundable deferred franchise fees	370,917	265,062
Current portion of notes payable	37,715	43,293
Current portion of notes payable - members	30,279	-
Current portion of lease liability	14,641	22,698
TOTAL CURRENT LIABILITIES	1,142,898	811,220
LONG-TERM LIABILITIES		
Non-refundable deferred franchise fees	772,538	1,171,105
Lease payable	-	14,641
Notes payable	182,615	211,677
Notes payable - members	242,331	-
TOTAL LIABILITIES	2,340,382	2,208,643
MEMBERS' (DEFICIT)	(1,835,938)	(1,608,889)
TOTAL LIABILITIES AND MEMBERS' (DEFICIT)	$ 504,444	$ 599,754

The accompanying notes are an integral part of these financial statements.

BAMBU FRANCHISING, LLC
STATEMENTS OF OPERATIONS

	FOR THE YEARS ENDED DECEMBER 31, 2024	2023	2022
REVENUES			
Franchise fees	$ 404,212	$ 561,608	$ 987,096
Royalty fees	410,995	333,768	246,675
Advertising and technology fees	400,300	388,159	354,077
Product sales	1,334,896	1,365,849	1,171,642
Other revenue	141,186	214,171	206,720
TOTAL REVENUES	2,691,589	2,863,555	2,966,210
COST OF GOODS AND SERVICES SOLD	1,589,004	1,321,204	1,340,746
GROSS PROFIT	1,102,585	1,542,351	1,625,464
OPERATING EXPENSES			
General and administrative	539,042	663,327	756,947
Payroll and related costs	497,966	712,018	696,030
Professional fees	171,652	212,675	430,369
Advertising and promotion	29,557	-	-
Depreciation and amortization	66,672	66,672	66,834
TOTAL OPERATING EXPENSES	1,304,889	1,654,692	1,950,180
OPERATING INCOME	(202,304)	(112,341)	(324,716)
OTHER INCOME (EXPENSE)			
Other income			-
Other (expense)	(2,486)	(4,645)	(3,270)
Interest expense	(22,259)	(12,350)	(3,273)
TOTAL OTHER INCOME (EXPENSE)	(24,745)	(16,995)	(6,543)
NET INCOME	$ (227,049)	$ (129,336)	$ (331,259)

The accompanying notes are an integral part of these financial statements

BAMBU FRANCHISING, LLC
STATEMENTS OF CHANGES IN MEMBERS' (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31, 2024, 2023 AND 2022

	Total Members' (Deficit)
BALANCE, DECEMBER 31, 2021	**$ (1,148,294)**
Net (loss)	(331,259)
BALANCE, DECEMBER 31, 2022	**$ (1,479,553)**
Net (loss)	(129,336)
BALANCE, DECEMBER 31, 2023	**(1,608,889)**
Net (loss)	(227,049)
BALANCE, DECEMBER 31, 2024	**$ (1,835,938)**

The accompanying notes are an integral part of these financial statements.

BAMBU FRANCHISING, LLC
STATEMENTS OF CASH FLOWS

	FOR THE YEARS ENDED DECEMBER 31, 2024	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income (loss)	$ (227,049)	$ (129,336)	$ (331,259)
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	66,672	66,672	66,834
Recognition of non-refundable deferred franchise fees	(638,212)	(585,108)	(987,096)
Expenses paid by related party	-	-	581,597
Change in assets and liabilities:			
Accounts receivable	67,189	121,541	(412,935)
Inventory	1,233	(11,141)	(23,389)
Prepaid expenses and other assets	10,671	(8,646)	(11,365)
Accounts payable and accrued expenses	209,179	89,087	183,020
Non-refundable deferred franchise fees	345,500	362,500	898,017
Net cash (used) by operating activities	(164,817)	(94,431)	(36,576)
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of intangible assets	(2,331)	(3,707)	(5,375)
Net cash (used) in investing activities	(2,331)	(3,707)	(5,375)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from notes payable	168,686	208,245	100,000
Repayments of long-term debt	(203,326)	(100,775)	(8,254)
Proceeds from notes payable - members	340,000	-	-
Repayments of long-term debt - members	(67,390)	-	-
Advances to related parties	-	-	(43,784)
Net cash provided by financing activities	237,970	107,470	47,962
NET INCREASE IN CASH	70,822	9,332	6,011
CASH, beginning of year	32,315	22,983	16,972
CASH, end of year	$ 103,137	$ 32,315	$ 22,983
SCHEDULE OF NON-CASH ACTIVITIES			
INVESTING ACTIVITIES			
Right to use asset	23,582	$ (37,339)	$ -
INVESTING ACTIVITIES			
Lease liability	(22,698)	$ 37,339	$ -

The accompanying notes are an integral part of these financial statements.

BAMBU FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Bambu Franchising LLC ("our," "we," "us," the "LLC" and the "Company") was organized in the State of Colorado on December 29, 2014, as a limited liability company. The Company offers to qualified persons a franchise for the operation of BAMBŪ shoppes featuring freshly made Vietnamese dessert drinks (Chè), Vietnamese style coffee drinks (Cà Phê), Vietnamese styled blended yogurts (Yonami), Asian-inspired teas (including Taiwanese bubble tea), and real fruit smoothies (Sinh Tố), with freshly made tapioca boba, house-prepared proprietary ingredients, and a wide-variety of drink toppings, along with complementary snack, food, and dessert items.

Predecessor and Affiliate

On May 1, 2015, the Company acquired the assets of our predecessor companies, Bambu Desserts & Drinks, Inc. a California corporation, that operated a predecessor version of a BAMBŪ shoppes being offered by the Company; Bambu IP, LLC a California limited liability held the intellectual property, until the Company acquired the BAMBŪ system; and Bambu Desserts & Drinks Franchise, Inc., a California corporation that offered franchises of their business concept from June 2014 until the date we acquired the system.

The Company's affiliate, Drinks of Denver LLC ("**Drinks of Denver**"), is a Colorado limited liability company formed on January 13, 2017. Drinks of Denver operated a BAMBŪ shoppe in Denver, Colorado, and was used to test new products, programs, and business models for the BAMBŪ system and serve as a training shoppe for operational personnel. Drinks of Denver was testing and operating a BAMBŪ shoppe drive thru model. Drinks of Denver ceased operations during 2023.

A summary of significant accounting policies follows:

Basis of Presentation

The accompanying financial statements have been prepared on an accrual basis in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Use of Estimates

Preparation of the Company's financial statements in accordance with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with original maturities of three months or less at the date of purchase to be cash equivalents. The Company did not have any cash equivalents as of December 31, 2024, and 2023.

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Franchisee Receivables

The Company's franchisee receivables primarily result from initial franchise fees, royalty fees, brand development contributions, product sales and other related fees charged to franchisees. The timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing. The Company reports these receivables at net realizable value.

Management determines the allowance for doubtful accounts based on historical losses, current expectations, and economic conditions. On a continuing basis, management analyzes delinquent accounts receivable and, once these accounts receivable are determined to be uncollectible, they are written off through a charge against an existing allowance account. The allowance account is reviewed regularly and adjusted against earnings as appropriate. The Company determined that an allowance on outstanding franchisee receivables of $0 and $0 was necessary as of December 31, 2024, and 2023. Franchisee bad debt expense was $111,673, $12,000, and $0, for the years ended December 31, 2024, 2023, and 2022. Franchisee amounts written off were $111,673, $12,000, and $0 years ended December 31, 2024, 2023, and 2022.

Inventory

Inventories are stated at lower of cost or net realizable value. Cost is determined on a first-in, first out basis.

Property, Plant & Equipment

The Company has adopted ASC 360 – Property, Plant and Equipment. Property and equipment consist of computer equipment that is stated at historical cost, less accumulated depreciation. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (three years). As of December 31, 2022, the computer equipment has been fully depreciated. Depreciation expense was $162 for the year ended December 31, 2022. Routine expenditures for repairs and maintenance are expensed as incurred and are charged to operations and major improvements are capitalized. Upon retirement, sale, or other disposition of property and equipment, the cost and accumulated depreciation are eliminated from the accounts and a gain or loss is included in operating expenses.

Intangible Assets

The Company has adopted ASC 360, Intangibles – Goodwill and Other that require that goodwill and intangible assets with indefinite lives (such as intellectual property) no longer be amortized to earnings but be tested for impairment at least annually. Intangible assets with finite lives are amortized over their estimated useful lives. The Company's intangible assets consist of acquired intellectual property, license and franchise agreements, and trademarks. The intellectual property is being amortized over a ten year period that began with the acquisition of the assets in 2015.

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Intangible Assets (continued)

Intangible assets consist of the following at December 31:

	2024	2023
Intellectual Property	$ 666,667	$ 666,667
Less amortization	(644,496)	(577,824)
	22,171	155,515
Trademarks	26,844	24,513
	$ 49,015	$ 113,356

Amortization expense for the years ended December 31, 2024, 2023, and 2022, was $66,672. $66,672, and $66,672. Estimated future amortization is expected to be $22,171 for the year ended December 31, 2025.

Investments in Affiliated Entities

The equity method of accounting is used when the Company has a 20% to 50% interest in other entities. Under the equity method, original investments are recorded at cost and adjusted for the Company's share of undistributed earnings or losses of these entities.

Revenue Recognition, Non-refundable Deferred Franchise Fees

The Company recognizes revenues under the guidance of ASC 606, "Contracts with Customers". The Company's revenue is principally generated through franchise agreements with the Company's franchisees.

Each franchise agreement is comprised of several performance obligations. The Company identifies those performance obligations, determines the contract price for each obligation, allocates the transaction price to each performance obligation and recognizes revenue when the Company has satisfied the performance obligation by transferring control of the good or service to the franchisee.

When a qualified party purchases a Bambu franchise, the Company grants the franchisee the right to operate the franchised business in a designated territory and to use the proprietary methods, techniques, trade dress, trademarks, and logos ("symbolic intellectual property" or "IP"). Revenues related to the designated territory and IP are continuing monthly royalty fees are defined in the franchise agreement and are fixed amount per month. Revenue from continuing monthly royalty fees is billed monthly and is recognized as revenue when earned as a point in time revenue. These revenues will be used to continue the development of the Company's brand, the franchise system and provide on-going support for the Company's franchisees.

Revenue from initial franchise fees is allocated to the performance obligations in the franchise agreement that are distinct from the territory rights and symbolic intellectual property and include but not limited to lease acquisition and training. Revenue from initial fees is recognized when the performance obligation is satisfied, and control of the goods or service has been transferred to the franchisee. Initial fee amounts not specifically allocated are recognized into revenue over the term of the franchise agreement which is currently 10 years. Unearned initial fee revenues will be recorded as non-refundable deferred revenue.

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Product Sale Revenue

The company sells various food stuffs and food service items to the Company's franchisees. These are recognized as revenue at the exchange price, at the point that the franchisee has taken actual or constructive receipt of the goods sold and payment for the products sold is received or reasonably assured.

Marketing and Technology Fee

The Company charges a marketing and technology fee to purchase advertising for the benefit of franchisees of the Company and provide certain technological services to franchisees. These fees are a fixed amount, as defined in the franchise agreement. The fees are billed monthly and recognized as revenue when billed and collection of the fee is reasonably assured.

Rebates

The Company receives rebates from certain distributors who sell products to the Company's franchisees. The Company earns rebates which are recorded at a point in time in the period that the sales by distributors occurred, and collection is reasonably assured.

Income Taxes

The Company has elected to be treated as Partnership for income tax purposes. Accordingly, taxable income and losses of the Company are reported on the income tax returns of its members and no provision for federal or state taxes has been recorded in the accompanying balance sheet.

The Company adopted ASC 740-10-25-6 "Accounting for Uncertainty in Income Taxes", that requires the Company to disclose uncertain tax positions. Under the standard an entity may only recognize or continue to recognize tax positions that meet a "more likely than not" threshold upon examination by taxing authorities. Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements.

Advertising

Advertising costs are expensed as incurred. Advertising costs charged to expense were $29,557, $0, and $0 for the years ended December 31, 2024, 2023, and 2022.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash, and franchise receivables. The Company deposits its temporary cash investments with financial institutions. At times throughout the year the Company may, in the ordinary course of business, maintain cash balances in excess of federally insured limits. Management does not believe the Company is exposed to any unusual risks on such deposits. The Company grants credit to franchisees. The Company's ability to collect the amounts due from franchisees is affected by fluctuations in the economy and the operations of the franchisees.

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Value of Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, accounts payable and accrued expenses, carrying amounts approximate fair value due to their short maturities. The amounts shown for notes payable also approximate fair value because current interest rates and terms offered to the Company for similar debt are substantially the same.

Recently Adopted Accounting Guidance

The Company has adopted all recently issued Accounting Standards Updates ("ASU"). Management has not yet determined the effect the adoption of the other recently issued ASUs, including those not yet effective, could have on the financial position or results of operations of the Company.

NOTE 2 – CONTRACTS WITH CUSTOMERS

The Company has recorded a liability for unearned revenue associated with franchisee acquisition and acceptance performance obligation of the Company's franchise agreements. The related account balances and activity are as follows:

	December 31,	
	2024	2023
Franchisee Receivables:		
Balance beginning of year	$ 352,113	$ 473,654
Franchisee billing	2,825,385	2,664,447
Balances written off or credited	(411,787)	(12,000)
Collections in cash	(2,480,787)	(2,773,988)
Balance at end of year	$ 284,924	$ 352,113
Deferred Non-refundable Franchise Fees:		
Balance Beginning of year	$ 1,436,817	$ 1,658,775
Deferral of non-refundable franchise fees	345,500	362,500
Recognition of non-refundable franchise fees	(638,862)	(584,458)
Balance at End of Year	$ 1,143,455	$ 1,436,817

NOTE 2 – CONTRACTS WITH CUSTOMERS (CONTINUED)

Disaggregation of Revenues

Disaggregated revenues based on the satisfaction of performance obligations in the Company's contracts with franchisees for the years ended December 31, 2024, 2023, and 2022, is as follows:

	2024	2023	2022
Performance obligations satisfied at a point in time	$ 2,354,377	$ 2,436,849	$ 2,132,115
Performance obligations satisfied by the passage of time	337,212	426,706	834,096
Total revenues	$ 2,691,589	$ 2,863,555	$ 2,966,211

Estimated Recognition of Non-refundable Deferred Franchise Fees and Franchise Acquisition Costs

Estimated revenues to be recognized in future periods related to non-refundable deferred franchise fees as reported at December 31, 2024, is as follows:

	Non-refundable Franchise Fees
Year ending December 31:	
2025	$ 370,917
2026	155,882
2027	135,574
2028	114,824
2029	104,554
Thereafter	261,704
	$ 1,143,455

NOTE 3 – RIGHT TO USE ASSET AND LEASE LIABILTY

On July 31, 2023, under the guidance of ASC 842 "Leases", the Company recorded a right to use asset and lease liability for the lease of office space. As of July 31, 2023, the remaining initial lease term was 24 months, through July 31, 2025. Lease payments over the term are between $2,031 and $ 2,147. The right to use asset and lease were recorded as an operating lease. The right to use asset and lease liability were valued at $46,022 using the monthly lease payments over the initial term of the lease using an 8.25% discount rate based on the lessors' borrowing rate at the inception of the lease. Total lease expense recorded for the year ended December 31, 2024, and 2023, was $24,953 and $10,156.

Future minimum payments of the lease, including the interest component are as follows:

Year ending December 31:	
2025	$ 15,028

NOTE 4 – NOTES PAYABLE

Notes payable consist of the following at December 31,

	2024	2023
Note payable with a finance company. Face Amount $183,258 interest at 19.99% per year, payment in 84 installments of $4,068. Collateralized by the assets of the Company and the personal guaranty of the managing member of the Company.	$ 168,685	$ -
Note payable with a bank. Face Amount $179,970, interest at 8.25% per year, payment in 84 installments of $2,838. Collateralized by the assets of the Company and the personal guaranty of the managing member of the Company.	-	179,970
Note payable Gap Fund Program Face amount of $75,000, interest at 5.75% per year, payment in 36 installments of $2,273. Collateralized by the assets of the Company and personal guaranty of the managing member of the Company.	51,644	75,000
	220,329	54,970
Less current maturities	(37,715)	(43,293)
	$ 182,614	$ 211,677

The maturities of the long-term debt are as follows:

Year ending December 31:	
2025	$ 37,715
2026	40,657
2027	17,783
2028	22,139
2029	27,451
Thereafter	74,584
	$ 220,329

NOTE 5 – NOTES PAYABLE – MEMBERS

Notes payable – members consist of the following at December 31,

	2024	2023
Note payable with managing member. Face Amount $250,000 interest at 10% per year, payment in 84 installments of $4,150. Not collateralized.	$ 247,933	$ -
Note payable with member. Face Amount $25,000 interest at 10% per year, payment in 36 installments of $581 on a 60 month amortization schedule. Uncollateralized.	24,677	-
	272,610	-
Less current maturities	(30,280)	-
	$ 242,330	$ -

The maturities of the member debt are as follows:

Year ending December 31:	
2025	$ 30,280
2026	33,450
2027	48,029
2028	35,308
2029	39,005
Thereafter	86,538
	$ 272,610

NOTE 6 - COMMITMENTS AND CONTINGENCIES

Operating Lease

The Company has a month-to-month lease for warehouse space, the monthly rental is $1,958. The Company had a lease for office space which expired on July 31, 2023. Rent expense recorded by the Company were $47,965, $39,594, and $19,877 for the years ending December 31, 2024, 2023, and 2022 including the rent expense described in Note 3 above.

Litigation:

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

NOTE 7 - SUBSEQUENT EVENTS

Date of Management's Evaluation

Management has evaluated subsequent events through March 25, 2025, the date on which the financial statements were available to be issued.

EXHIBIT K
(TO DISCLOSURE DOCUMENT)

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 One Sansome Street, Suite 600 San Francisco, California 94104-4448 (415) 972-8565 651 Bannon St, Suite 300 Sacramento, California 95811 (916) 445-7205 (866) 275-2677 (toll free) www.dfpi,ca.gov ask.dfpi@dfpi.ca.gov	Commissioner Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 (866) 275-2677 (toll free)
FLORIDA	Florida Department of Agriculture and Consumer Services Division of Consumer Services Attn: Finance & Accounting 407 South Calhoun Street Tallahassee, Florida 32399-0800 (850) 410-3800	None
HAWAII	Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Hawaii Commissioner of Securities Same Address
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62701 (217) 782-4465	Illinois Attorney General Same Address
INDIANA	Indiana Secretary of State Division of Securities 302 West Washington Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531
IOWA	Iowa Secretary of State 321 E. 12th Street Des Moines, Iowa 50319 (515) 281-5204	Same

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
MARYLAND	Office of Attorney General Maryland Division of Securities 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	Maryland Securities Commissioner Same Address
MICHIGAN	Michigan Attorney General Franchise Section - Consumer Protection Division G. Mennen Williams Building, 1st Floor 525 W. Ottawa Street Lansing, Michigan 48933 P.O. Box 30213 Lansing, Michigan 48909 (517) 373-7117	Department of Commerce Same Address
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1638	Minnesota Commissioner of Commerce Same Address
NEBRASKA	Department of Banking and Finance 1526 K Street, Suite 300 Lincoln, Nebraska 68508-2732 P.O. Box 95006 Lincoln, Nebraska 68509-5006 (402) 471-3445	None
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8222	Secretary of State 99 Washington Avenue Albany, New York 12231
NORTH DAKOTA	North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505 (701) 328-2910	North Dakota Insurance Commissioner Same
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building 350 Winter Street NE, Room 410 Salem, Oregon 97301-3881 (503) 378-4140	Director of Oregon Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building 350 Winter Street NE, Room 410 Salem, Oregon 97301-3881 (503) 378-4140

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
RHODE ISLAND	State of Rhode Island and Providence Plantations Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex - Building 69-1 Cranston, Rhode Island 02920 (401) 462-9500	Director of Rhode Island Department of Business Regulation Same Address
TEXAS	Secretary of State Statutory Documents Section James E. Rudder Building 1019 Brazos Street Austin, Texas 78701 P.O. Box 13550 Austin, Texas 78711 (512) 463-5705	None
UTAH	Utah Department of Commerce Consumer Protection Division 160 East 300 South, 2nd Floor Salt Lake City, UT 84114 801-530-6601	Same
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760	Director of Financial Institutions 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760
WISCONSIN	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 P.O. Box 1768 Madison, Wisconsin 53701-1768 (608) 266-8557	Administrator, Division of Securities Same Address

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.

EXHIBIT L
(TO DISCLOSURE DOCUMENT)

STATE ADDENDA TO THE FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM TO THE
BAMBU FRANCHISING LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OR A FINDING BY THE COMMISSIONER OF SECURITIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The Franchisor's registered agent in the state authorized to receive service of process is:

Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

A. The following statement is added to the end of Item 5:

All initial fees payable to us shall be deferred until we have met all of our pre-opening obligations under the Franchise Agreement.

B. The following paragraph is added to Item 17:

Section 482E-6(3) of the Hawaii Revised Statutes provides that upon termination or refusal to renew the franchise, we are obligated to compensate you for the fair market value, at the time of the termination or expiration of the franchise, of your inventory, supplies, equipment and furnishings purchased from us or a supplier designated by us; provided that personalized materials which have no value to us need not be compensated for. If we refuse to renew a franchise for the purpose of converting your business to one owned and operated by us, we, in addition to the remedies provided above, shall compensate you for the loss of goodwill. We may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of your inventory, supplies, equipment and furnishings pursuant to this requirement, and may offset from such compensation any monies due us.

C. The following list reflects the status of the franchise registrations of the Franchisor in the states which require registration:

1. This proposed registration is effective in the following states: None.

2. This proposed registration is or will shortly be on file in the following states: California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, Virginia, Washington, and Wisconsin.

3. States which have refused, by order or otherwise, to register these franchises are: None.

4. States which have revoked or suspended the right to offer the franchises are: None.

5. States in which the proposed registration of these franchises has been withdrawn are: None.

D. 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 THE
BAMBU FRANCHISING LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Item 5 of the Disclosure Document is amended to state that the payment of the initial fees payable to us and any of our affiliates is deferred until all of our initial obligations under the Franchise Agreement have been fulfilled by us and you have commenced doing business pursuant to the Franchise Agreement. In addition, all development fees by area developers shall be deferred until we have fulfilled all of our initial obligations to you under the Franchise Agreement for your first Bambū shoppe developed under the development agreement and you have commenced business of that first Bambū shoppe. The Illinois Attorney General's Office imposed this deferral requirement due to our financial condition.

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 THE
BAMBU FRANCHISING LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF INDIANA

The following modifications are made to the Disclosure Document only to the extent required by the Indiana Franchises Act, IND. CODE § 23-2-2.5, and the Indiana Deceptive Franchise Practices Act, IND. CODE § 23-2-2.7:

1. The following statement is added to Item 12:

Indiana law prohibits us from establishing a franchisor-owned outlet engaged in a substantially identical business within your exclusive territory, or if no exclusive territory is designated, that competes unfairly with you within a reasonable area.

2. The Summary column of Items 17(r) and (w) in the Chart in Item 17 are deleted and replaced by the following:

17(r): No competing business for 2 years within 10 miles of your shoppe.

17(w): Except to the extent governed by federal law, disputes related to a violation of the Indiana Franchises Act or the Indiana Deceptive Franchise Practices Act shall be governed by those laws, and all other matters regarding the Franchise Agreement shall be governed by Federal and Colorado law. The Colorado Consumer Protection Act does not apply.

The amended language has been included in Item 17(w) of this Disclosure Document as a condition to registration. We and you do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, are fully enforceable. We and you intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by us, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal preemption under the Federal Arbitration Act.

ADDENDUM TO THE
BAMBU FRANCHISING LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

We are contractually obligated by the Franchise Agreement to protect you against claims of infringement or unfair competition with respect to your use of the Marks, when your rights granted therein warrant protection.

Minnesota law provides a Franchisee with certain termination and nonrenewal rights. Minn. Stat. Sec. 80C.14 Subd. 3, 4 and 5 require, except in certain specified cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the applicable agreement.

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. (The foregoing language has been included in this Disclosure Document as a condition of registration. We and you do not agree with the above language and believe that each of the provisions of the Franchise Agreement are fully enforceable. We and you intend to fully enforce all of the provisions of the Franchisee Agreement and all other documents signed by us, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.)

Minnesota Statutes, Section 80C.17, Subd. 5 provides that any claims and actions based on a violation of Chapter 80C of the Minnesota statutes or any rule or order thereunder shall be commenced within three years from the occurrence of the facts giving rise to such claim or action.

In Items 17(c) and 17(m) any releases you sign will not apply to any claims that may arise under the Minnesota Franchise Act.

The following language is added at the end of Items 5 and 7:

All initial franchise fees payable to us shall be deferred until the day that your Bambū shoppe opens for business.

Minnesota Statutes, Section 181.991 prohibits a franchisor from restricting, restraining, or prohibiting in any way a franchisee from soliciting or hiring an employee of the franchisor or an employee of a franchisee of the same franchisor. Any such restrictions in the Franchise Agreement are deemed deleted.

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 THE
BAMBU FRANCHISING LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees:

A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

C. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that they are to be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Franchise agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

I. Limitation of Claims: Franchise agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

2. The following statement is added at the end of Item 5:

All initial fees payable to us and any of our affiliates shall be deferred until we have fulfilled our initial obligations to you under the Franchise Agreement and you have commenced operations pursuant to the Franchise Agreement.

3. The State of North Dakota has determined that parties agreeing to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

4. 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 in connection with the franchise.

ADDENDUM TO THE
BAMBU FRANCHISING LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

The following statement is added at the end of Item 17:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

The preceding language has been included in this Disclosure Document as a condition to registration. We and you do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, are fully enforceable. We and you intend to fully enforce all of the provisions of the Franchise Agreement, and all other documents signed by us, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

ADDENDUM TO THE
BAMBU FRANCHISING LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Bambu 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 grounds for default or termination stated in the Franchise Agreement 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.

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

3. 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 under the Development Agreement until the franchisor has completed its pre-opening obligations under the initial Franchise Agreement.

4. 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.

5. Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

6. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

ADDENDUM TO THE
BAMBU FRANCHISING LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF WISCONSIN

REGISTRATION OF THIS FRANCHISE IN THE STATE OF WISCONSIN DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

The conditions under which the Franchise Agreement can be terminated or not renewed may be affected by the Wisconsin Fair Dealership Law, Wisconsin Statutes 1981-82, Title XIV-A, Chapter 135.

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:

State	Effective Date
California	SEE CALIFORNIA-SPECIFIC FDD
Hawaii	April 14, 2026
Illinois	April 7, 2026
Indiana	PENDING
Maryland	SEE MARYLAND-SPECIFIC FDD
Michigan	April 7, 2026
Minnesota	PENDING
New York	SEE NEW YORK-SPECIFIC FDD
North Dakota	PENDING
Rhode Island	PENDING
South Dakota	NOT REGISTERED
Virginia	PENDING
Washington	SEE WASHINGTON-SPECIFIC FDD
Wisconsin	April 7, 2026

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

(Keep this copy for your records.)

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 Bambu Franchising LLC ("Bambu") 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.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration, whichever occurs first.

If Bambu 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 K.

Bambu authorizes the parties identified on Exhibit K to receive service of process for Bambu in the particular state.

The following Franchise Sellers were involved in the offering of this franchise:

The following employee(s) of Bambu, having a principal business address of 7700 E. Arapahoe Rd., Suite 300, Centennial, Colorado 80112 and a telephone number of (303) 808-9393: Marc Geman, Jeff Geman _____.

The following independent sales agent (Bambu requests that the prospective franchisee fill in the information if known): _____, having a principal business address at: _____ _____, telephone number: _____.

Issuance Date: April 7, 2026

I received a Disclosure Document dated April 7, 2026, that included the following Exhibits:

Franchise Agreement (Exhibit A); Multi-Unit Development Agreement (Exhibit B); Nondisclosure and Noncompetition Agreement (Exhibit C); Closing Acknowledgment (Exhibit D); Successor Franchise Rider to Franchise Agreement (Exhibit E); Form of General Release (Exhibit F); Owner Operations Manual Table of Contents (Exhibit G); List of Franchisees (Exhibit H); List of Franchisees Who Have Left the System (Exhibit I); Financial Statements (Exhibit J); List of State Agencies/Agents for Service of Process (Exhibit K); and State Addenda to Disclosure Document (Exhibit L).

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

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Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration, whichever occurs first.

If Bambu 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 K.

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Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

IMPORTANT: PLEASE RETURN A SIGNED AND DATED RECEIPT BY: (1) DIGITAL SIGNATURE INITIATED BY BAMBU, (2) MAILING IT TO BAMBU FRANCHISING LLC, 7700 E. ARAPAHOE RD., SUITE 300, CENTENNIAL, COLORADO 80112, OR (3) EMAILING IT TO MARC@BAMBUFRANCHISING.COM.