

FRANCHISE DISCLOSURE DOCUMENT

Cool Binz International, LLC
A Michigan Limited Liability Company
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The franchise offered is for the establishment and operation of a business that leases a variety of portable storage containers, devices and equipment, including, climate-controlled and non-climate-controlled storage containers, mobile offices, mobile refrigeration units and freezers, utilizing the COOL BINZ business system, and such business is referred to below as the “Franchise” or “COOL BINZ Business.”

The total investment necessary to begin operation of a COOL BINZ Business is between \$889,180 and \$1,109,015. This includes \$~~57668~~,355 to \$65~~80~~,955 that must be paid to the franchisor or its affiliates.

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 government 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 your sales representative, 5405 Data Court, Ann Arbor, MI 48108, 734-864-9799.

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 the contract carefully. Review your contract and this disclosure document to an advisor, such as a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make an informed decision. More information on franchising, such as “[A Consumer’s Guide to Buying a Franchise](#),” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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.

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Exhibits

- A – Form of Agreements
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We provide a 20% discount on the Initial Franchise Fee for the first Franchise to veterans of U.S. Armed Forces who have been honorably discharged or otherwise meet the requirements of IFA's VetFran program. We reserve the right to require proof that the applicant qualifies for this discount. This discount may not be used in conjunction with the First Responders or Related Franchisee discounts.

We also offer a \$2,500 discount on the Initial Franchise Fee on the first Franchise to first responders, which include sworn police officers, paid and volunteer firefighters, and paid and volunteer emergency medical technicians and paramedics. This discount may not be used in conjunction with the Veteran discount. We reserve the right to require proof that the applicant qualifies for this discount.

We also offer additional financing to those franchisees that meet our credit standards. Our financing is described in more detail in Item 10.

~~Initial fees paid may not be uniform. From time to time, we may vary, reduce, negotiate or make an exception to our standard initial fee structure and/or payment terms related to mergers, conversions or other transactions, for our existing franchisees or franchisees of our Affiliates, and for promotional programs we may offer. For example, we may offer opportunities to purchase a franchise at a reduced initial fee to our affiliates' qualified existing franchisees in good standing. We may discontinue, modify, withdraw or reinstate any such opportunities or variations to initial fees without notice to you at any time.~~ In the year 2025, we offered a promotional discount where franchisees could receive one additional territory for no cost. Two franchisees were granted the promotion. We reserve the right to offer promotional discounts in the future, but the Initial Franchise Fee this year will not exceed what is disclosed in this Item.

Related Franchisee Package

If you are currently a franchisee in good standing, as determined by us, with one of our franchising affiliates (a "Related Franchisee"), then you may qualify to purchase a COOL BINZ Business with a discounted Initial Franchise Fee. The initial fees for a Related Franchisee will be twenty-five percent (25%) off of the then-current Initial Franchise Fee, and such discounted fee is limited to up to two (2) Franchises, which must be purchased at the same time.

A Related Franchisee cannot use any other discounts.

~~The Initial Franchise Fee offsets the expenses we incur in registering, marketing, awarding, training, and opening new franchises. The Initial Franchise Fee and Initial Package Fee is non-refundable and deemed fully earned upon payment.~~

Renewals and Transfers

Upon the expiration and renewal of your franchise agreement, you will not be required to pay the Initial Franchise Fee or Initial Package Fee, but you must pay our then-current renewal term fee, and you may be required by us to purchase new or additional equipment, at your sole expense.

If you are acquiring your COOL BINZ Business via transfer, then (a) we currently waive the Initial Franchise Fee, (b) you or the seller must pay our then-current Transfer Fee, and (c) you may be required to purchase some or all of the Initial Package, in our discretion.

Name of Fee (Note 1)	Amount	Due Date	Remarks (Note 1)
Broker Fee - Resale	If you authorize us to enlist a third-party broker to locate the transferee, there will also be a broker fee, which currently is approximately 10% of the sale price, or \$30,000, whichever is higher.	Due upon closing of the sale of the COOL BINZ Business	Payable only if the third party broker located the transferee. Payable to and imposed and collected by us if a broker fee was paid by us to the third party. Payable to and imposed and collected by the broker if we do not pay a broker fee to the third party. This fee is imposed by the third party broker and thus may be increased periodically by the broker.
Renewal Fee	10% of the then-current Initial Franchise Fee	At the time you sign a Franchise Agreement for a renewal term	You will sign our then-current Franchise Agreement for the renewal term, which may include materially different terms, including the Royalty rate and/or Territory. We reserve the right to increase or decrease the Initial Franchise Fee up to 15% per year of the Term, which may make the Renewal Fee differ from its current fee.
Renovation, Refurbishing, and Remodeling Fees	Actual Costs <u>charged by vendors</u>	When incurred	We may require you to replace, renew, refurbish, or remodel your leased premises, truck, truck wrap, and equipment to meet our current System Standards and condition requirements at any time during the Term, in our sole discretion, and at your expense. You must maintain all trucks <u>and bins</u> in good working condition at all times. There are no financial limits on this obligation, <u>as it will be the actual costs of such renovations, refurbishing, replacement, and remodeling required by</u>

Name of Fee (Note 1)	Amount	Due Date	Remarks (Note 1)
			<u>third party at the time it is required.</u>
Late Report Fee	\$50 per day that a report is late. This fee may increase up to ten percent (10%) each year of the term.	Due by automatic debit the Friday (or any day we designate) after the report is late	Due for each day a report is late. We may increase this fee by up to 10% each year of the Term.
Late Payment Fee	\$50, or 5% per week, whichever is greater This fee may increase up to ten percent (10%) each year of the term.	Due by automatic debit on the Friday (or any day we designate) following the due date for each late payment	Due for any payment that is not paid when due. We may increase this fee by up to 10% each year of the Term.
Administrative Fee	Our then-current fee, which is presently \$500 per transaction.	As incurred	Due upon your request to amend the Franchise Agreement; when we must review and provide written consent to transactions or to services, for which a specific fee is not imposed elsewhere in this agreement or in the System Standards. We may increase this fee by up to 10% each year of the Term.
Collection Fee	Our then-current fee, which is presently up to 35% of gross amounts collected on your behalf. This fee may increase up to ten percent (10%) each year of the term.	As incurred	Due when we collect payment on your behalf for customers who are delinquent in their payment of 90 days or more. We may increase this fee by up to 2% each year of the Term.
Management Fee	Our then-current fee, which is presently up to 10% of Gross Sales	As incurred	Due if and when we step in to manage your Franchised Business. We may increase this fee by up to 1% each year of the Term.
Non-Sufficient Funds (NSF) Fee	Our then current fee, which is presently \$50 per NSF	Due by automatic debit the Friday after the NSF occurs	Due if and when we debit your account for monies owed and there are insufficient funds available. This fee may increase up to ten percent (10%) each year of the term.

Name of Fee (Note 1)	Amount	Due Date	Remarks (Note 1)
	demand, for the costs and premiums we incur.		
Interest Fee	18% per annum or the maximum permitted by law	Due by automatic debit each Friday	Due on all overdue amounts from the date the amounts were originally due.
Indemnification	Actual costs, will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims directly or indirectly arising out of your COOL BINZ Business's operation. Your obligation to indemnify us will survive the termination or expiration of your Franchise Agreement.
Costs and Attorneys' Fees	Actual costs, will vary under circumstances	As incurred	See Note 7.
NORA Fee	None currently assessed; if we manage accounts through a national or regional accounts program you will pay up to 5% of Gross Sales	As incurred	See Note 8, and Section 1F of Franchise Agreement
Testing, New Product or New Supplier Approval	The actual cost of review and testing plus a fee of \$500 with a minimum fee of \$500 plus costs which is refunded if approved for use by the Franchisor for entire System.	Upon request by us.	You may request approval of a new service to be offered, product or a supplier under our published procedures. We or the independent testing facility that we designate may charge a fee for the testing. We may also charge you a fee for services in making a determination on the proposed product or supplier.

Notes:

The preceding table describes other recurring or isolated fees or payments that you must pay to us or our affiliates, or which we or our affiliates may impose or collect on behalf of a third party, in whole or in part.

1. All fees, unless otherwise specified, are uniformly imposed and collected by and payable to us. All fees are non-refundable and deemed fully earned upon payment. All fees listed as “then-current” fee may change during the term of the Agreement, based on increases in Consumer Price Index, market and industry rates for the specific item, or other factors impacting

Subject	Hours of Classroom Training	Hours of on the Job Training	Location
TOTALS	15 hrs	11 hrs	Ann Arbor, MI

Additional Training

If this is a renewal term or if this is an additional COOL BINZ Business being awarded to you, and your Managing Owner or, if applicable, the Designated Manager, have already attended Initial Training, the requirement that you attend Initial Training is waived, except as with respect to the JumpStart online training modules and continuing training obligations. In such cases, if your Managing Owner or, if applicable, the Designated Manager do attend Initial Training, you will be assessed our then-current training fee, which is currently \$250 per person, per event. You will also be responsible for all travel and living expenses that you and your employees/owners incur while training.

The Managing Owner or, if applicable, the Designated Manager, must attend the Convention every year that it is scheduled and pay our then-current fee, which is currently (a) \$850 maximum per person to attend the Convention, and (b) \$0 to \$500 per person per event for Regional Meetings. The Managing Owner or, if applicable, Designated Manager also must attend periodic refresher training courses and conferences, not to exceed one convention/conference per year, at the times and locations we determine, and for which we may charge the fees described above, including \$0 to \$500 per person for additional training. We will determine the duration, curriculum, and location of any such sessions. You will be responsible for all travel and living expenses that are incurred by you or your employees/owners while attending such session. Some of these events may occur outside of your home state. We will determine the duration, curriculum, and location of any of these sessions. The curriculum for online training and these events can include, but is not limited to, technical training, business plan analysis, marketing, profitability, and maximizing your business opportunities. You must pay for all registration fees, travel and living expenses that you incur while attending such sessions. Provided you are in full compliance with the Franchise Agreement you do not have to attend any refresher training courses or conferences more than once a year.

ITEM 12. TERRITORY

The Territory

You will operate the COOL BINZ Business from a location within the Territory that we approve and that will be identified in Summary Page to the Franchise Agreement. Your “Territory” will consist of specific zip-code(s) that have been awarded to you. We identify your Territory zip codes as determined by Census Bureau statistics.

A Territory will have approximately 350,000 - 450,000 people to a maximum of 500,000 people. As of the date of this Disclosure Document, we are utilizing data that has been collected by a national demographics company to determine the number of people in each Territory.

You will not receive an exclusive Territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You will receive certain protected rights in your Territory. No other COOL BINZ Business ~~will be granted the right to establish~~ ~~may establish~~ an office location within your Territory. No

other COOL BINZ business will be granted the right to may advertise in your Territory in print, media, door-to-door, mass electronic communication, or direct web-based advertising within your Territory. You may experience some indirect/carry-over advertising from other franchisees in media where the reach of advertising is difficult to restrict to zip codes, such as radio or indirect web-based advertising. If and when developed by us, you will receive NORA (defined below in Section 12.4) referrals for your assigned zip codes in accordance with the NORA program requirements. We cannot guarantee your participation in these programs. If you are not compliant with your Franchise Agreement, program requirements, or fail to perform program work adequately, we may direct NORA referrals to another franchisee or ourselves. You will receive Call Center leads for your assigned zip codes. If you are not compliant with your Franchise Agreement, we may direct these leads to another franchisee or ourselves.

You may relocate the Office Site within the Territory at your sole discretion but must immediately notify us of the change in address. During the term of the Franchise Agreement, we will not allow you to relocate the Territory; however, the exact boundaries of the Territory may change in the future, as future zip code changes are made by the United States Postal Service or Census Bureau.

Entering into a franchise agreement does not give you any options to purchase additional franchises, rights of first refusal or any similar rights to obtain additional franchises.

We reserve the right, as we deem appropriate, to:

1. establish solicit, market to and build regional and national account relationships, whose offices may be located in the Territory as is further outlined in the Franchise Agreement;
2. offer and sell services and products anywhere that do not comprise a part of the System and, in connection with this right, to exploit our Marks, name, reputation, and know-how. We reserve the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales within your Territory, under trademarks different from the ones you will use under the franchise agreement, without compensation to you;
3. acquire businesses providing services similar to those provided under the System and to be acquired by such a business; and
4. sell products under the Marks through other channels of distribution. This includes the Franchisor using the Internet, catalogues, telemarketing, direct marketing, etc. to make sales within your Territory using the Marks or other trademarks. You may not use alternative distribution channels to make sales and you will not receive compensation for Franchisor's sales of products using the Marks through alternative distribution channels.
5. make sales within the Territory of products or Services the same or similar to those you will sell, under trademarks different from the Marks you will use under the Agreement. We do not currently do so, nor do we have plans to in the future, but we reserve the right to.

At this time, we do not have plans to operate or franchise a business under a different trademark selling similar goods and services as provided by a COOL BINZ Business.

Advertising and Servicing of Customers for Franchises

You may not advertise or establish an office outside your Territory without our prior written consent. Within the Territory, you have the right to advertise, market, solicit and service any customer desiring COOL BINZ services except as described in this section. Advertising,

Customer: Any person or company who purchases goods or services from you. It includes those who make the purchase on their own behalf as well as those who purchase on the behalf of a third party.

Portable Equipment: storage containers, devices and equipment designated or approved by us.

Territory: The specific area where the COOL BINZ Business is to be operated, which consists of a set of zip codes.

C. AWARD OF FRANCHISE.

You have applied for a franchise to own and operate a COOL BINZ Business. Subject to all of the terms and conditions of this Agreement, we hereby award you a franchise (the “Franchise”) to operate a COOL BINZ Business utilizing the System and the Marks in the Territory that you and we have agreed to as described on the Summary Page and in Section 1.D below. There are no Territory protections related to providing services to customers located within your Territory. Other COOL BINZ franchisees, or outlets we own, may accept jobs and service customers in your Territory without restriction or limitation. No other COOL BINZ franchisee or Company Store is granted the right to ~~may~~ advertise in print, media, door-to-door, mass electronic communication, or direct web-based advertising within your Territory. Should you not be in full compliance with this Agreement, we reserve the right to allow other compliant COOL BINZ franchisee or Affiliate to advertise and perform work in your Territory. Additionally, you may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The term of the franchise will be ten (10) years (the “Initial Term”) commencing on the date of this Agreement.

You must at all times faithfully, honestly, and diligently perform your obligations under this Agreement. Except as stated herein, you must designate at least one managing owner (the “Managing Owner”) who will be our primary individual contact with the COOL BINZ Business and who we will approve in our sole discretion. A Managing Owner may, in our sole discretion, serve as the Managing Owner of more than one COOL BINZ Business that is owned by you; provided, however, that we may, in our sole discretion, require you to designate a person who will serve as the primary individual contact for this COOL BINZ Business (the “Designated Manager”). We must approve of the Designated Manager in writing, which we may grant in our sole discretion. The Managing Owner and, if applicable, the Designated Manager, must successfully complete our JumpStart and Initial Training Programs as described in and required by the Franchise Agreement. The Designated Manager is not required to have an ownership interest in the COOL BINZ Business. The Managing Owner or, if applicable, the Designated Manager must continuously exert her/his full-time best efforts to manage, promote and enhance the COOL BINZ Business, and such other COOL BINZ Businesses as we permit in our sole discretion. Without our prior written permission, the Managing Owner and, if applicable, the Designated Manager, must not engage in any other business or activity that conflicts with their obligations to operate the COOL BINZ Business on a full-time, year round basis. In the case of multiple owners, the owner with day-to-day responsibility and authority to run the COOL BINZ Business and with whom we will communicate shall be identified on the signature line as the first Managing Owner.

Before commencing operation of the COOL BINZ Business, you must employ at least one person who has completed the Initial Training. At all times during the term of the Franchise

Agreement, you must have employed at the COOL BINZ Business a person who has completed the Initial Training.

Before attending the Initial Training and/or upon any change to the legal entity ownership, you must submit to us a corporate resolution, or similar action, which states the name of the corporation or LLC, the legal names of all of the partners or shareholders, the percentage of ownership that each member controls, their place of residence and their agreement to be bound by the terms of the Franchise Agreement. In the case of multiple owners, you must submit a dispute resolution procedure acceptable to us in our sole discretion that states what you will do in the event that there is a conflict between any owners of the franchisee entity. In addition, at all times, the owners who have executed the Franchise Agreement must control 100% of the franchisee entity. All owners and their spouses must sign a written confidentiality, non-compete agreement, and/or personal guaranty in the form we prescribe. Any changes in ownership of the franchisee entity shall be subject to the transfer procedure set forth in Section 10 of this Agreement.

D. TERRITORY.

Within the Territory, you have the right to (1) advertise, market, and provide any Customer with the Services, except as otherwise described in this Agreement; (2) you have the right to NORA referrals for zip codes assigned to your Territory, except as provided in Sections 1.F and 7.A of this Franchise Agreement. We cannot guarantee your participation in these programs. If you are not compliant with your Franchise Agreement, program requirements, or fail to perform program work adequately, we may direct NORA referrals to another franchisee or ourselves; (3) you have the right to Call Center referrals for ZIP codes assigned to your Territory, subject to Section 2.I. below; and (4) you have the right to have the only COOL BINZ office location in your Territory.

You may also perform services for customers or service locations outside your Territory, so long as the lead is generated in a manner permitted by this Agreement.

You may not advertise via print, media, door-to-door, mass electronic communications, or direct web-based advertising outside of the Territory without our approval (“Out-of-Territory Conduct”), and we reserve the right to charge a fee if you do so. Engaging in Out-of-Territory Conduct is a default of this Agreement and if you do so, then we may charge you a fee of \$10,000 and/or terminate your Franchise Agreement. There are no Territory protections related to providing Services to customers located within your Territory. Other COOL BINZ franchisees, or outlets we own, may accept jobs and Service customers in your Territory without restriction or limitation.

COOL BINZ franchisees and Company Stores are not granted the right to ~~may not~~ advertise within your Territory without your and our written approval, except as provided in Sections 1.D and 2.F of Franchise Agreement. If you are not in full compliance with this Agreement, then we have the right to allow another compliant COOL BINZ franchisee or Company Store to advertise in your Territory.

You may not advertise in any way, any Customers outside the Territory, even if the area has not been awarded to another COOL BINZ Affiliate, without our prior written permission. All ZIP codes that have not been awarded to a COOL BINZ franchisee or a COOL BINZ Corporate Territory and you may not advertise there without our prior written permission.

warranties made by you which are not expressly authorized under this Agreement, for any damages to any person or property which directly or indirectly arise from or relate to your operation of the COOL BINZ Business authorized by this Agreement. We have no obligation to monitor or enforce the territorial provisions or any other provision of this or any other franchise agreement with any other franchisee for your benefit. You acknowledge and agree that: (a) our decision whether to enforce the provisions of any other franchise agreement, including the timing and manner of such enforcement, is within our sole and absolute discretion; (b) you are not a third-party beneficiary of any other franchise agreement and have no right to enforce any provision thereof; (c) you waive any and all claims against us arising from or relating to the conduct of any other franchisee; (d) our failure or decision not to take action against any other franchisee shall not constitute a breach of this Agreement, waiver of any provision hereof, or give rise to any claim, defense, or setoff by you; and (e) we have no obligation to resolve any dispute between you and any other franchisee.

C. INDEMNIFICATION.

You must protect, defend, and indemnify us, and all of our past, present, and future shareholders, direct and indirect parent companies, subsidiaries, affiliates, officers, directors, employees, attorneys, and designees (the “Indemnified Parties”), and hold Indemnified Parties harmless from and against any and all costs and expenses, including attorneys’ fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury, or damage to any person, firm, or corporation, or to any property arising out of, or in connection with, your operation of the COOL BINZ Business. Your obligation to indemnify us will survive the termination or expiration of your Franchise Agreement.

Under no circumstances will we, or any other Indemnified Party, be required to seek recovery from any insurer or other third party, in order to maintain and recover fully a claim against you. You agree that a failure to pursue recovery against others will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

D. NO LIABILITY FOR TECHNOLOGY FAILURE.

We are not liable for any direct, incidental, or consequential damages, including but not limited to, lost profits, lost savings or consequential, punitive or incidental damages for any reason whatsoever, including but not limited to any cause arising out of or in any way connected to a technology related problem, such as high speed internet connection, electronic mail, software, website, computer, phone systems and other electronic equipment, or call center, or software-as-a-service or other required online platforms or applications (i.e. Google MyBusiness and other internet profiles).

15. ENFORCEMENT.

A. SEVERABILITY.

Nothing contained in this Agreement will be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement, the COOL BINZ owners’ intranet website, or the Operations Manual, and any present or future statute, law, ordinance, or regulation, contrary to which the parties have no legal right to contract, the latter will prevail, but if the provisions of this Agreement, or the Operations Manual thus affected, will be curtailed and limited only if necessary to bring them within the requirements of the law. In the event that any part, article, paragraph, sentence, or clause of this Agreement, the COOL BINZ owners’ intranet website, or the Operations Manual, will be held to be indefinite, invalid, or

4. Prior Notice of Claims. As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, you must notify us within 30 days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.
5. Third Party Beneficiaries. Our officers, directors, shareholders, agents and/or employees are express third party beneficiaries of the provisions of this Agreement, including the arbitration provision set forth in this Section 15.F, each having authority to specifically enforce the right to arbitrate/litigate claims asserted against such person(s) by you. No other franchisee or licensee is a third-party beneficiary of this Agreement.

G. INJUNCTIVE RELIEF.

Nothing in this Agreement shall prevent us from seeking to obtain injunctive relief, without posting a bond, against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions. If injunctive relief is granted, your only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, you expressly waive all claims for damages you incur as a result of the wrongful issuance.

H. CHOICE OF LAW.

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement shall be interpreted under the laws of the State of Michigan, and any dispute between the parties shall be governed by and determined in accordance with the substantive laws of the State of Michigan, which laws shall prevail in the event of any conflict of law.

I. WAIVER OF PUNITIVE DAMAGES, JURY TRIAL AND CLASS ACTIONS.

You hereby waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against us arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, that your recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER WILL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR YOUR PURCHASE FROM US OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE COOL BINZ BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN YOU, YOUR OWNERS AND US OR OUR AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PERSON.

~~The California Department of Financial Protection and Innovation 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 requirement for us to maintain a surety bond under California Corporations Code section 31113 and 10 C.C.R. section 310.113.5, which must remain in effect during our registration period. The surety bond is in the amount of \$59,900 with the Hartford and is available for you to recover your damages in the event we do not fulfill our obligations to you to open your franchised business. We will provide you with a copy of the surety bond upon request.~~

FRANCHISOR:
COOL BINZ INTERNATIONAL, LLC

FRANCHISEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PURSUANT TO MINN. STAT. 80C.21 AND MINN. RULE 2860.4400J, the Franchisor is prohibited from (i) requiring litigation to be conducted outside Minnesota; (ii) requiring waiver of a jury trial; and (iii) requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. Nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (i) any of the franchisee's rights as provided for in Minnesota Franchise Act or (ii) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Injunctive Relief. The franchisee cannot be required to consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400(J). A court will determine if a bond is required.

NSF Fees. Item 6 and Section 2.E of the Franchise Agreement are amended to state: Pursuant to Minnesota Statute 604.113, the NSF Fees are capped at \$30 per incident.

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

~~Financial Assurance.~~

~~The State Cover Page of the FDD shall be amended to include the following risk factor:~~

~~7. 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.~~

~~Based upon our financial condition, the Department has required that we provide financial assurance of our ability to perform our obligations to you. We have obtained a surety bond in the amount of \$59,900, which is on file with the Department and a copy of which will be provided to you upon request.~~

Agreements/Releases. The following language is added to Section 11.C.:

1. Provided; however, that such general releases do not apply to the extent prohibited by applicable law with respect to claims which arise under Minn. Rule 2860.4400D. Minn. Rule 2860.4400D. prohibits us from requiring you to assent to a general release that would relieve any person from liability imposed by Minnesota Statutes, Chapter 80C.

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 this franchise.

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 BY THE COMMISSIONER 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.

In all other respects, the terms and conditions contained in your Franchise Agreement, and any previous Addendums to your Franchise Agreement, remain in effect.

FRANCHISOR:

FRANCHISEE:

COOL BINZ INTERNATIONAL, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

6. BINDING EFFECT. Section 15.J. of the Franchise Agreement is amended by adding the following language:

Modifications to the Operations Manual will not unreasonably affect Franchisee's obligations, including economic requirements, under this Agreement.

In all other respects, the terms and conditions contained in your Franchise Agreement, and any previous Addendums to your Franchise Agreement, remain in effect, subject to applicable state law.

FRANCHISOR:

FRANCHISEE:

COOL BINZ INTERNATIONAL, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

~~ADDENDUM TO THE FRANCHISE AGREEMENT FOR USE IN NORTH DAKOTA~~

~~———— This is a Rider to the Franchise Agreement which is being executed concurrently with this Rider, between Franchisor and Franchisee.~~

~~———— Notwithstanding anything to the contrary in the Franchise Agreement, in the event of a conflict between the terms of this Rider and the terms of the Franchise Agreement, the terms of this Rider shall control and supersede the Franchise Agreement. Any terms not defined herein shall have the same meanings as in the Franchise Agreement and any references to sections and paragraphs refer to the sections and paragraphs of the Franchise Agreement unless stated otherwise.~~

~~1. — BACKGROUND.~~

~~We and you are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the COOL BINZ Business that you will operate under the Franchise Agreement was made in the State of North Dakota, and/or (b) you are a resident of North Dakota and your Business will be located or operated in North Dakota.~~

~~2. — AGREEMENTS/RELEASES.~~

~~Sections 10.B.8, 11.C and 12.A. of the Franchise Agreement are amended by adding the following: “Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.”~~

~~3. — COVENANT NOT TO COMPETE.~~

~~Section 13.D of the Franchise Agreement is amended by adding the following:~~

~~“Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, you acknowledge and agree that we intend to seek enforcement of these provisions to the extent allowed under the law.”~~

~~4. — GOVERNING LAW.~~

~~The following is added to the end of Section 15.H. of the Franchise Agreement:~~

~~“except as otherwise required by North Dakota law.”~~

~~5. — DISPUTE RESOLUTION PROCEDURES.~~

~~Section 15.F. of the Franchise Agreement is amended by adding the following language:~~

~~“Notwithstanding the foregoing, you shall not be required to consent to the jurisdiction of courts outside of North Dakota.”~~

~~6. — WAIVER OF EXEMPLARY AND PUNITIVE DAMAGES AND JURY TRIAL.~~

~~To the extent required by the North Dakota Franchise Investment Law, the following language is deleted from Section 15.I. of the Franchise Agreement.~~

~~“You hereby waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against us arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, that your recovery is limited to actual damages.”~~

~~“You and we irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of us.”~~

~~7. — LIQUIDATED DAMAGES.~~

~~Notwithstanding Item 17(i) of the Franchise Disclosure Document or Section 12.D of the Franchise Agreement, you are not required to consent to termination or liquidated damages and any such language is hereby deleted from the Franchise Agreement and Franchise Disclosure Document.~~

~~8. — LIMITATIONS OF CLAIMS.~~

~~Section 15.K. of the Franchise Agreement is amended by adding the following:~~

~~“The time limitations set forth in this subsection might be modified by the North Dakota Franchise Investment Law.”~~

~~In all other respects, the terms and conditions contained in your Franchise Agreement, and any previous Addendums to your Franchise Agreement, remain in effect.~~

~~9. — RECOVERY OF FEES. Section 15.C of the Franchise Agreement shall be amended to state that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.~~

~~10. — DISCLOSURE QUESTIONNAIRE. 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.~~

~~11. — FINANCIAL ASSURANCE.~~

~~The State Cover Page of the FDD shall be amended to include the following risk factor:~~

~~7. — 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.~~

~~Based on our financial statements, the North Dakota Securities Division has required us to assure our financial capability to you. We have posted a surety bond in the amount of \$59,900 with the Division, a copy of which will be provided to you upon request.~~

FRANCHISOR:

FRANCHISEE:

COOL BINZ INTERNATIONAL, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

VIRGINIA STATE ADDENDA TO THE FRANCHISE AGREEMENT

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

Under 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.

The State Cover Page of the FDD shall be amended to include the following risk factor:

- 7. **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.

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.

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.~~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.~~

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

FRANCHISOR

FRANCHISEE

COOL BINZ INTERNATIONAL, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, STATE ADDENDA TO THE FRANCHISE AGREEMENT, FRANCHISE DISCLOSURE DOCUMENT, DISCLOSURE ACKNOWLEDGEMENT QUESTIONNAIRE AND OTHER AND ALL 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

Exhibit G-19

- 25. Section 14.D of the Franchise Agreement does not apply to Washington franchisees.
- 26. Section 15.I of the Franchise Agreement, Section IV. 9 of the Personal Guaranty, and Section 8 of the Franchise Management Software License Agreement are amended to state that the waiver of punitive, exemplary, incidental, indirect, special or consequential damages do not apply to Washington franchises.
- 27. Section 15.K of the Franchise Agreement, Section IV.10 of the Personal Guaranty, and Section 8 of the Franchise Management Software License Agreement do not apply to Washington franchises.
- 28. The following sections shall be deleted in their entireties, and do not apply to Washington franchisees:
 - a. Section 15L: the second and third sentences, and the second paragraph;
 - b. Section 17: the second and fourth affirmations;
 - c. Section 18: the first paragraph;
 - d. Section 16 of Exhibit D, Personal Guaranty and Guaranty of Spouses
 - e. Questions 5-9 of Exhibit H, the Disclosure Acknowledgement Questionnaire
- 29. A surety bond in the amount of \$100,00 has been obtained by the Franchisor. The Washington Securities Division has made the issuance of the franchisor's permit contingent upon the Franchisor maintaining surety bond coverage acceptable to the Administrator until (a) all Washington Franchisees have (i) received all initial training that they are entitled to under the franchise agreement or offering circular, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary. ~~Based upon our financial condition, the Department has required that we provide financial assurance of our ability to perform our obligations to you. We have obtained a surety bond in the amount of \$100,000, which is on file with the Department and a copy of which will be provided to you upon request.~~

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

FRANCHISEE

COOL BINZ INTERNATIONAL, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

5. Litigation. The Franchise Agreement requires that all disputes be litigated in Michigan. This provision may not be enforceable under California law. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 and Code of Civil Procedure Section 1281) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California.

The following paragraph is added at the end of Item 19 of the Disclosure Document:

The earnings claim figures may not reflect the full costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

OUR WEBSITE WWW.COOL-BINZ.COM HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

Neither Franchisor, nor any person, or franchise broker in Item 2 of the Disclosure Document, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

The maximum interest rate allowed by law in California is 10% annually.

The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11. U.S.C.A. Sec. 101 et seq.)

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.

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.

~~—The California Department of Financial Protection and Innovation 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 requirement for us to maintain a surety bond under California Corporations Code section 31113 and 10 C.C.R. section 310.113.5, which must remain in effect during our registration period. The surety bond is~~

~~in the amount of \$59,900 with the Hartford and is available for you to recover your damages in the event we do not fulfill our obligations to you to open your franchised business. We will provide you with a copy of the surety bond upon request.~~

ADDITIONAL DISCLOSURES FOR THE STATE OF MINNESOTA.

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat 80C.01 through 80C.22, and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules 2860.0100 through 2860.9930, the Franchise Disclosure Document in connection with the offer and sale of franchises for use in the State of Minnesota shall be amended to include the following:

Item 13 “Trademarks, Service Marks, Trade Names Logotypes and Commercial Symbols,” is amended by the addition of the following:

Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights that you have to use our proprietary rights, including your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suite or demand regarding the use of the name.

Item 17 “Renewal, Termination, Transfer, and Dispute Resolution,” is amended by the addition of the following paragraphs:

1. Minn. Rule 2860.4400J. prohibits the waiver of a jury trial.
2. Minn. Stat. 80C.17, Subd. 5 requires that no action may be commenced pursuant to this section more than three years after the cause of action occurs.
3. Minn. Stat. Sec. 80C, 14 Subds. 3, 4, and 5 requires that, except in certain specified cases, a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise cannot be unreasonably withheld.
4. Minn. Stat. 80C.21 and Minn. Rule 2860.4400J might prohibit us from (i) requiring litigation to be conducted outside Minnesota; (ii) requiring waiver of a jury trial; (iii) requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes, and requiring a franchisee to consent to franchisor obtaining injunctive relief and waiver of a bond. Nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (i) any of the franchisee’s rights as provided for in Minnesota Franchise Act or (ii) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
5. Minn. Rule 2860.4400D. prohibits us from requiring you to assent to a general release that would relieve any person from liability imposed by Minnesota Statutes, Chapter 80C.
6. Minn. Stat. 80C.17, Subd. 5 requires that no action may be commenced pursuant to this section more than three (3) years after the cause of action occurs.
7. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

~~Item 21. Based upon our financial condition, the Department has required that we provide financial assurance of our ability to perform our obligations to you. We have obtained a surety bond in the amount of \$59,900, which is on file with the Department and a copy of which will be provided to you upon request.~~

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 this franchise.

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 BY THE COMMISSIONER 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.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated by the Minnesota Commissioner of Commerce, are met independently without reference to these Additional Disclosures in the Disclosure Document.

~~ADDITIONAL DISCLOSURES FOR THE STATE OF NORTH DAKOTA~~

~~————The following is added to the Cover Page of the Disclosure Document:~~

~~THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST, OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (SECTION 51-09-01, 51-09-17, N.D.C.C.)~~

- ~~A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 908-06, N.D.C.C., without further disclosing that such covenants will be subject to the statute.~~
- ~~B. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.~~
- ~~C. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.~~
- ~~D. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.~~
- ~~E. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.~~
- ~~F. Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.~~

~~In recognition of the requirements of the North Dakota Franchises Law, Section 51-19-09 (the “Statute”), the Franchise Disclosure Document in connection with the offer and sale of franchises for use in the State of North Dakota the following sections shall be amended to read:~~

~~Item 17 (e) and 17(m). The following is added to the end of Items 17(e) and 17(m):~~

~~“However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.”~~

~~Item 17(i). The following is added to the end of 17(i):~~

~~“Notwithstanding the foregoing, you shall not be required to consent to termination or liquidated damages, to the extent prohibited by the Statute.”~~

~~Item 17(r). The following is added to the end of 17(r):~~

~~“Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.”~~

~~Item 17 (u) The following is added to the end of 17(u):~~

~~To the extent required by the North Dakota Franchise Investment Law, arbitration will be at a site which you and we mutually agree.~~

~~Item 17(v). Item 17(v) is deleted and replaced with the following:~~

~~“You shall not be required to consent to jurisdiction of courts outside of North Dakota.”~~

~~Item 17(w). Item 17(w) is deleted and replaced with the following:~~

~~“Except for federal law and except as otherwise required by North Dakota law, Michigan law applies.”~~

~~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.~~

ADDITIONAL DISCLOSURES FOR THE STATE OF VIRGINIA

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

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

Under 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.

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.

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.

~~The following statements are added to Item 5 and Item 21 of the Franchise Disclosure Document: “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.”~~

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.

**EXHIBIT J
TO THE DISCLOSURE DOCUMENT**

STATE EFFECTIVE DATES PAGE

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Utah, 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	Pending
HAWAII	Pending
ILLINOIS	<u>April 3, 2026</u> Pending
INDIANA	<u>April 11, 2026</u> Pending
MARYLAND	Pending
MICHIGAN	Effective
MINNESOTA	Pending
NEW YORK	Pending
NORTH DAKOTA	<u>March 30, 2026</u> Pending
RHODE ISLAND	<u>April 20, 2026</u> Pending
SOUTH DAKOTA	<u>March 31, 2026</u> Pending
VIRGINIA	Pending
WASHINGTON	Pending
WISCONSIN	<u>March 30, 2026</u> Pending

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.