

FRANCHISE DISCLOSURE DOCUMENT



BAMBU FRANCHISING LLC
(a Colorado limited liability company)
7700 E. Arapahoe Rd., Suite 300
Centennial, Colorado 80112
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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

ITEM 6

OTHER FEES

Column 1 Type of Fee¹	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 1 st day of each month starting with the first full month after you open your Bambū shoppe, with semiannual reconciliation payments due on the 15 th day after June 30 th and December 31 st	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 1 st 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 <u>-(which may be increased up to \$2,000 per day plus travel related expenses)</u>	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 Fee¹	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 <u>(which may be increased up to \$2,000 per day plus travel related expenses)</u>	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.

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.

{CONTINUED ON FOLLOWING PAGE}

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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.

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.

**EXHIBIT A
(TO DISCLOSURE DOCUMENT)**

**BAMBU FRANCHISING LLC
FRANCHISE AGREEMENT**

Franchisee: _____
Date: _____
Franchised Location: _____

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

**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:

- | | | |
|-------------------------------------|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> California | <input type="checkbox"/> Maryland | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New York | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | <input type="checkbox"/> Wisconsin |

Canada:

- All Provinces

Fully executed on _____.

BAMBU:

BAMBU FRANCHISING LLC

By: _____
Title: _____

FRANCHISEE:

By: _____
Title: _____

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, 24.2, 24.24 and 24.252:

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 24.25(A) is2 are deleted in its.

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

78. 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.

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.

**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 Tô), 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

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: _____

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 Bambu 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

**EXHIBIT L
(TO DISCLOSURE DOCUMENT)**

**STATE ADDENDA TO
THE FRANCHISE DISCLOSURE DOCUMENT**

**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 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.)

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 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.