



TM

**FRANCHISE DISCLOSURE DOCUMENT  
FUJISAN FRANCHISING CORP.,**

a California Corporation  
14420 Bloomfield Avenue  
Santa Fe Springs, CA 90670  
Telephone: (562) 404-2590

Website: [www.fujisanfranchisingcorp.com](http://www.fujisanfranchisingcorp.com)

Fujisan Franchising Corp. will grant you a franchise to operate one FujiSan® Asian bar service kiosk (each, a "Kiosk") serving Asian style food products in a host location, such as a retail grocery outlet or college campus site, using a distinctive system. The estimated total investment necessary to begin operation of a FujiSan Kiosk franchised business is ~~\$28,183~~30,583 to ~~\$104,055~~121,755 for a Traditional Kiosk, ~~\$3,250~~5,050 to ~~\$22,950~~30,450 for a Satellite Kiosk and ~~\$19,283~~21,233 to ~~\$63,772~~74,272 for a Reduced Operating Hours Kiosk. A Satellite Kiosk may only be operated in companionship with a Traditional or Reduced Operating Hours Kiosk. This includes \$19,168 to \$57,880 for a Traditional Kiosk, \$1,250 to \$7,850 for a Satellite Kiosk and \$13,168 to \$29,697 for a Reduced Operating Hours Kiosk that must be paid to the franchisor and/or its affiliate.

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 the 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, such as by electronic means. To discuss the availability of disclosures in different formats, contact Franchise Administration Department, Fujisan Franchising Corp., 14420 Bloomfield Ave., Santa Fe Springs, California, 90670; Tel. (562) 404-2590.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire 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 "*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, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://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.

**FUJISAN FRANCHISING CORP.**

Franchise Disclosure Document – NRS, IN, RI, SD  
March 2026

**Note 3:** “Gross Revenues” means all amounts you or the Premises Host receive from the sale of Products and Services, whether approved or otherwise, or made under the Marks, less customer refunds, credits and sales taxes paid by you or the Premises Host. Generally, the Premises Host collects your Gross Revenues. After the Premises Host deducts its share (the “Premises Host Share”), we deduct our share (the “Franchisor Share”) from your Gross Revenues. “Wholesale Gross Revenues” means amounts received from Products and Services prepared and provided by Franchisee, whether approved or otherwise, at established Wholesale Prices, to the Premises Host and sold at retail. Wholesale Prices for the Location are negotiated and established according to the Third-Party Contract, subject to change from time to time. Generally, the Premises Host collects the Wholesale Gross Revenues which is usually the difference between the retail price and Wholesale Price. After the Premises Host deducts its share (the “Premises Host Share”), we deduct our share (the “Franchisor Share”) from your Wholesale Gross Revenues. We pay you your portion of your Gross Revenues and/or Wholesale Gross Revenues, as applicable, (less any other amounts payable to us or our associates) on a calendar month basis. When you sign your addendum for a Kiosk location it will describe the percentage of Gross Revenues and/or Wholesale Gross Revenues that is due you (the “Franchisee Share”), less deductions for inventory purchases or other amounts you owe to us. For example, the Gross Revenues and/or Wholesale Gross Revenues you generate in June would be used to reconcile amounts owed to the Premises Host and to us, and then we would pay you your share in July. The ranges shown above may vary depending on various economic factors, including, distribution constraints or market disruption, among other forces. A Premises Host occasionally may require an adjustment to Gross Revenues, Wholesale Gross Revenues share portions and/or Wholesale Price. In that case, we will inform you of the adjusted shares requirement and offer you a revised share. If you accept within 30 days, the applicable Kiosk Addendum will be amended to reflect your adjusted share. If you decline, the Addendum is mutually cancelled at the end of the 30 day period. You can request a substitute Kiosk location. We will try to accommodate your request, but cannot guarantee an alternative Kiosk location will be identified or that it will be comparable. We also have the right to implement an alternative compensation process, including the right to require that you collect customer payments and pay us a percentage royalty based on your Gross Revenues and/or Wholesale Gross Revenues. This type of change would result in your share being approximately the same as the amount/percentage originally stated in your Kiosk Addendum.

The Premises Host commonly develops and builds out the Kiosk before you occupy it and there is no separate charge to you associated with the facility layout or build out. You will not pay a traditional ‘rent’ or ‘occupancy’ fee directly to the Premises Host, instead, part of the expenses deducted by the Premises Host relate to the use of your kiosk at that Host location, as provided in the contract between us and the Premises Host.

**Note 4:** These fees are subject to annual inflation adjustment in proportion to the changes in the Consumer Price Index (U.S. Average, all items) maintained by the U.S. Department of Labor.

**Note 5:** We have product sampling and in-store promotions policies that we publish in our Manuals. You are required to meet mandatory policies at your expense and to participate in promotions. You may be required to purchase related products and promotional materials from us or our affiliates.

**Note 6:** All franchisees currently pay a uniform Technology Fee of \$51 per month (per Kiosk), for ongoing tablet technology support. This fee is subject to change. Currently, Kiosks located on

the premises of a certain Premises Host pay an additional Technology Fee of \$58 per month, which is imposed by the Premises Host.

**ITEM 7. ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT  
FOR A TRADITIONAL KIOSK LOCATION (NOTE 1)**

<b>DESCRIPTION (NOTE 2)</b>	<b>ESTIMATED COST</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAID</b>
Background Investigation/Credit Check Fee (Note 4)	\$0 - \$600	Cashier Check or wire transfer	As part of our franchise candidate evaluation process	Us
Franchise Fee (Note 8)	\$3,750	Cashier Check or wire transfer	When franchise agreement is signed	Us
Certification Program Fee (Note 3)	\$3,750 - \$6,000	Cashier Check or wire transfer upon being approved as a franchisee.	Due upon execution of Franchise Agreement.	Us
Estimated Expenses While Attending Our Certification Program (Note 3)	\$940 - \$3,175	As Arranged.	As Incurred.	Hotels, Airlines, Restaurants, etc.
<del>Kiosk placement, additional inventory and services expenses (Note 10)</del>	<del>Typically, 20% to 27% of your "Gross Revenues" or "Wholesale Gross Revenues" goes to the Premises Host and an additional 5% to 15% goes to us, for these expenses. Varies w/ Premises Host's terms and Gross Revenues or Wholesale Gross Revenues at the applicable type of Kiosk you select as well as various economic factors</del>	<del>AGH</del>	<del>Monthly</del>	<del>Premises Host and us</del>

DESCRIPTION (NOTE 2)	ESTIMATED COST	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAID
Equipment and Small Wares (Note 6)	\$4,600 - \$21,600	Cashier Check, wire transfer and/or deduction from commission	Before Kiosk opens for operation (Note 2)	Us
Opening Food Inventory (Note 12)	\$6,000 - \$23,000	Cashier Check or wire transfer or deducted from earned monthly sales	Before Kiosk opens for operation (Note 2)	Us or Pre Approved Supplier
<u>Additional Food Inventory</u>	<u>\$900 - \$14,700</u>	<u>Deducted from Gross/ Wholesale Revenues</u>	<u>At time of Reconciliation</u>	<u>Us or Pre Approved Supplier</u>
Freight Charges (assumes approximately 2 pallets/month)	\$1,800 - \$4,200	Deducted from Gross/ Wholesale Revenues	At time of Reconciliation	Us
<u>Food Products from Premises Host (Note 10)</u>	<u>\$1,500 - \$3,000</u>	<u>Cash, check or credit card</u>	<u>At the time of purchase</u>	<u>Premises Host</u>
Licenses & Permits (Note 11)	\$200 - \$2,200	As Arranged	As incurred. Before Kiosk opens for operation (Note 2)	Local utilities and agencies or us or an affiliate
Possible TB Testing and Drug Testing (Note 5)	\$0 - \$500	Cashier Check or wire transfer	As required by Premises Host	Third Party
Insurance (Note 9)	\$800 - \$5,000	As Arranged	Before Kiosk opens for operation	Insurance Companies
Food Manager/Handler Exam and Certificate (Note 7)	\$275 - \$1,100	As Arranged	Before the start of training	3 <sup>rd</sup> Party testing service
Uniforms	\$268 - \$780	Cashier Check or wire transfer	Before opening (Note 2)	Us
Operations Manual Loan Deposit (Note 13)	\$300	Cashier Check or wire transfer	Prior to Opening	Us
Professional Advisor	\$0 - \$5,000	As Arranged	When incurred	CPA, attorney,

**FUJISAN FRANCHISING CORP.**

Franchise Disclosure Document – NRS, IN, RI, SD  
March 2026

DESCRIPTION (NOTE 2)	ESTIMATED COST	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAID
(Note 14)			before opening	etc.
Grand Opening OR Initial Marketing Materials (Note 15)	\$500 - \$1,850	Cashier Check or wire transfer or deducted from earned monthly sales	Before Kiosk opens for operation (Note 2)	Us
Additional Funds (initial 3 month period) (Note 16)	\$5,000 - \$25,000	Varies	As incurred	Employees, suppliers, and Us
TOTAL (Note 17)	<del>\$28,183</del> 30,583- \$104,055121,755			

The above costs are generally non-refundable unless otherwise arranged with the applicable vendor.

**Notes to Chart on Your Estimated Initial Investment  
For a FujiSan Traditional Kiosk Location**

**Note 1:** These estimates are for 1 Traditional Kiosk in a Premises Host location.

**Note 2:** This table provides certain estimated costs related to pre-opening expenses for a Traditional Kiosk and certain costs you can anticipate to occur during the first 3 months of the Kiosk's operations. We used our experience with franchisees to make these estimates. These are only estimates. We may extend credit for certain expenses involved in starting a Kiosk business, like opening inventory, small wares/equipment, uniforms, marketing expenses and costs of licenses and permits. We also might finance some of your opening expenses, like certification program fees. See Item 10 for details regarding financing. If you acquire an operating Traditional Kiosk from us the price you pay for its assets and other terms of acquisition will be negotiated between you and us and is not reflected in the above chart.

**Note 3:** As of the date of this Disclosure Document, we have training facilities in North Carolina ("Fuji-NC Facility") and California ("Fuji-CA Facility") and conduct a portion of the training online. Depending on course and space availability, timing before opening, travel restrictions and other factors, you will receive your training at one or more of the following: the Fuji-NC Facility, the Fuji-CA Facility, on-site at your Kiosk or at another site we designate.

We charge a non-refundable Initial Certification Fee of \$6,000 when you sign the Franchise Agreement for 1 to 2 participants to attend our Initial Certification Program. Typically, our Initial Certification Program involves 2 days of online training, a 1 - 3 day Kiosk Certification Program and a 5 day Owner Certification Program. If more than 2 attendees participate, one or more additional instructors will be required and you will pay an additional fee of \$6,000 per additional instructor. We may reduce the duration of any certification program under circumstances we deem warranted, such as when the attendee has prior pertinent experience. If we reduce the

Employer's Liability:	limits of \$1,000,000 per occurrence;
Unemployment:	covering your employees (as required by state law);
Property:	covering the Kiosk(s) for perils (flood and earthquake coverage is recommended, but not required at this time);
Business Income:	to insure profits and business expenses for 1 year in the event of perils including flood and earthquake;
State Disability	covering your employees (as required by state law);
Auto liability	at least \$1,000,000 per occurrence of bodily injury and property damage combined for autos you own, lease, hire or borrow; and
Employment Practices Liability	for franchisees with multiple locations only at this time

~~**Note 10:** The addendum you sign for your Kiosk location will describe the Gross Revenues and/or Wholesale Gross Revenues percentage applicable to your Kiosk location ("Franchisee Share"), less deductions for kiosk placement, additional inventory purchases or other amounts you owe to us and the Premises Host. These rates vary depending on the Kiosk addendum you sign and the specific Premises Host negotiations. Also, various economic factors, including, distribution constraints or market disruption, among other forces, can result in a variance in these ranges. We cannot estimate the dollar amount the Premises Host Share represents because it is a percentage of revenues and we cannot project your revenues at a Kiosk. The Premises Host commonly develops and builds out the Kiosk before you occupy it and there generally is no separate charge to you associated with the facility layout or build out. You typically will not pay a traditional 'rent' or "occupancy" fee directly to the Premises Host, instead, part of the expenses deducted by the Premises Host relate to the placement and use of your kiosk at that Host location, as provided in the contract between us and the Premises Host. Refer to Item 6 for more information on Gross Revenue sharing.~~

**Note 10:** You may have to purchase some food products directly from the Premises Host. These products may include fresh produce or condiments not typically available from us or other approved suppliers.

**Note 11:** Costs vary by city, county, and state. You must obtain all licenses, permits and approvals needed before you begin operating. If we or an affiliate obtain them on your behalf, then you reimburse us the related costs. The above range also includes an estimate of costs in forming a kind of Business Entity to conduct your Kiosk business and in filing a fictitious business name, if required. Professional fees, like legal or accounting fees, are not included in this range, but would be additional expenses and would vary significantly depending on the firms engaged to perform the services and on your particular ownership circumstances.

**Note 12:** Before you begin operating your Kiosk, we can choose to stock your Kiosk with the opening food inventory, but we are not obligated to do so (see Item 11 regarding our pre-opening obligations). The range is based primarily on the menu that the Premises Host approves for the Kiosk. You pay us for the opening inventory/supplies we deliver. See Item 8 for additional

**FUJISAN FRANCHISING CORP.**

Franchise Disclosure Document – NRS, IN, RI, SD  
March 2026

**YOUR ESTIMATED INITIAL INVESTMENT  
FOR A REDUCED OPERATING HOURS KIOSK (NOTE 1)**

<b>DESCRIPTION (NOTE 2)</b>	<b>ESTIMATED COST</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAID</b>
Background Investigation/Credit Check Fee (Note 4)	\$0 - \$600	Cashier Check or wire transfer	As part of our franchise candidate evaluation process	Us
Franchise Fee (Note 8)	\$1,000	Cashier Check or wire transfer	When franchise agreement is signed	Us
Certification Program Fee (Note 3)	\$3,750- \$6,000	Cashier Check or wire transfer upon being approved as a franchisee.	Due upon execution of Franchise Agreement.	Us
Estimated Expenses While Attending Our Certification Program (Note 3)	\$940 - \$3,175	As Arranged.	As Incurred.	Hotels, Airlines, Restaurants, etc.
<del>Kiosk placement, additional inventory and services expenses (Note 10)</del>	<del>Typically, 20% to 27% of your "Gross Revenues" or "Wholesale Gross Revenues" goes to the Premises Host and an additional 5% to 15% goes to us, for these expenses. Varies w/ Premises Host's terms and Gross Revenues or Wholesale Gross Revenues at the Kiosk as well as various economic factors</del>	<del>ACH</del>	<del>Monthly</del>	<del>Premises Host and us</del>
Equipment and Small Wares (Note 6)	\$4,600 - \$8,100	Cashier Check, wire transfer and/or deduction from commission	Before Kiosk opens for operation (Note 2)	Us

DESCRIPTION (NOTE 2)	ESTIMATED COST	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAID
Opening Food Inventory (Note 12)	\$2,750 - \$11,067	Cashier Check or wire transfer or deducted from earned monthly sales	Before Kiosk opens for operation (Note 2)	Us or Pre Approved Supplier
<u>Additional Food Inventory</u>	<u>\$450 - \$7,500</u>	<u>Deducted from Gross/ Wholesale Revenues</u>	<u>At time of Reconciliation</u>	<u>Us or Pre Approved Supplier</u>
<u>Food Products from Premises Host (Note 10)</u>	<u>\$1,500 - \$3,000</u>	<u>Cash, check or credit card</u>	<u>At the time of purchase</u>	<u>Premises Host</u>
Freight Charges (assumes approximately 1 pallet/month)	\$900 - \$2,100	Deducted from Gross/ Wholesale Revenues	At time of Reconciliation	Us
Licenses & Permits (Note 11)	\$200 - \$2,200	As Arranged	As incurred. Before Kiosk opens for operation (Note 2)	Local utilities and agencies or us or an affiliate
Possible TB Testing and Drug Testing (Note 5)	\$0 - \$500	Cashier Check or wire transfer	As required by Premises Host	Third Party
Insurance (Note 9)	\$800 - \$5,000	As Arranged	Before Kiosk opens for operation	Insurance Companies
Food Manager/Handler Exam and Certificate (Note 7)	\$275 - \$1,100	As Arranged	Before the start of training	3 <sup>rd</sup> Party testing service
Uniforms	\$268 - \$780	Cashier Check or wire transfer	Before opening (Note 2)	Us
Operations Manual Loan Deposit (Note 13)	\$300	Cashier Check or wire transfer	Prior to Opening	Us
Professional Advisor (Note 14)	\$0 - \$5,000	As Arranged	When incurred before opening	CPA, attorney, etc.
Grand Opening OR Initial Marketing Materials (Note 15)	\$500 - \$1,850	Cashier Check or wire transfer or deducted from earned	Before Kiosk opens for operation (Note 2)	Us

**FUJISAN FRANCHISING CORP.**

Franchise Disclosure Document – NRS, IN, RI, SD  
March 2026

DESCRIPTION (NOTE 2)	ESTIMATED COST	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAID
		monthly sales		
Additional Funds (initial 3 month period) (Note 16)	\$3,000 - \$15,000	Varies	As incurred	Employees, suppliers, and Us
TOTAL (Note 17)	\$19,28321,233 - \$63,77274,272			

The above costs are generally non-refundable unless otherwise arranged with the applicable vendor.

**Notes to Chart on Your Estimated Initial Investment  
For a FujiSan Reduced Operating Hours Kiosk**

**Note 1:** These estimates are for 1 Reduced Operating Hours Kiosk in a Premises Host location.

**Note 2:** This table provides certain estimated costs related to pre-opening expenses for a Reduced Operating Hours Kiosk and certain costs you can anticipate to occur during the first 3 months of the Kiosk's operations. We used our experience with franchisees to make these estimates. These are only estimates. We may extend credit for certain expenses involved in starting a Kiosk business, like opening inventory, small wares/equipment, uniforms, marketing expenses and costs of licenses and permits. We also might finance some of your opening expenses, like certification program fees. See Item 10 for details regarding financing.

**Note 3:** As of the date of this Disclosure Document, we have training facilities in North Carolina ("Fuji-NC Facility") and California ("Fuji-CA Facility") and conduct a portion of the training online. Depending on course and space availability, timing before opening, travel restrictions and other factors, you will receive your training at one or more of the following: the Fuji-NC Facility, the Fuji-CA Facility, on-site at your Kiosk or at another site we designate.

We charge a non-refundable Initial Certification Fee of \$6,000 when you sign the Franchise Agreement for 1 to 2 participants to attend our Initial Certification Program. Typically, our Initial Certification Program involves 2 days of online training, a 1 - 3 day Kiosk Certification Program and a 5 day Owner Certification Program. If more than 2 attendees participate, one or more additional instructors will be required and you will pay an additional fee of \$6,000 per additional instructor. We may reduce the duration of any certification program under circumstances we deem warranted, such as when the attendee has prior pertinent experience. If we reduce the duration of the Kiosk Certification, we typically charge a reduced rate of \$750 per day for the Kiosk Certification plus \$3,750 for the Owner Certification Program.

You also must pay for any travel, lodging, meals, wages (as applicable) and other incidental costs you and any other of your attendees incur while attending the Initial Certification Program and/or any of our other instructional programs they attend. The figures provided range from \$940 to \$3,175 for lodging, airfare, meals and fuel costs related to local and non-local candidates attending our program.

**YOUR ESTIMATED INITIAL INVESTMENT  
FOR A SATELLITE KIOSK LOCATION (NOTE 1)**

<b>DESCRIPTION (NOTE 2)</b>	<b>ESTIMATED COST</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAID</b>
Franchise Fee	\$500	Cashier Check or wire transfer	When Satellite Kiosk Addendum is signed	Us
Smallwares, Coolers, Ice Packs and Sample Kit (Note 3)	\$250 - \$1,500	Cashier check or deducted from earned monthly sales.	Before Kiosk opens for operation	Us or supplier
Insurance (Note 4)	\$800 \$5,000	Upon third party format	Before Kiosk opens for operation	Insurance Company
Licenses & Permits (Note 5)	\$200 - \$3,000	As arranged	Before Kiosk opens for operation	Us or Government Agency
Opening Food Inventory (Note 6)	\$500 - \$4,000	Cashier check or wire transfer or deducted from earned monthly sales	Before Kiosk opens for operation	Us
<u>Additional Food Inventory</u>	<u>\$300 - \$4,500</u>	<u>Deducted from Gross/ Wholesale Revenues</u>	<u>At time of Reconciliation</u>	<u>Us or Pre Approved Supplier</u>
<u>Food Products from Premises Host (Note 9)</u>	<u>\$1,500 - \$3,000</u>	<u>Cash, check or credit card</u>	<u>At the time of purchase</u>	<u>Premises Host</u>
Freight Charges (assumes 0-1 pallets per month)	\$0 - \$2,100	Deducted from Gross/ Wholesale Revenues	At time of Reconciliation	Us
Initial Marketing Materials (Note 7)	\$0 - \$1,850	Cashier Check or wire transfer or deducted from earned monthly sales	Before Kiosk opens for operation	Us

DESCRIPTION (NOTE 2)	ESTIMATED COST	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAID
Kiosk placement, additional inventory and services expenses (Note 9)	Typically, 20% to 27% of your “Gross Revenues” or “Wholesale Gross Revenues” goes to the Premises Host and an additional 5% to 15% goes to us, for these expenses. Varies w/ Premises Host’s terms and Gross Revenues or Wholesale Gross Revenues at the Kiosk as well as various economic factors	ACH	Monthly	Premises Host and us
Additional Funds (initial 3 month period) (Note 10)	\$1,000 - \$5,000	Varies	As incurred	Employees and suppliers
TOTAL (Note 11)	\$3,2505,050 - \$22,95030,450			

In general, none of the expenses listed in the above chart is refundable.

**Notes to Chart on Your Estimated Initial Investment  
For a FujiSan Satellite Kiosk Location**

**Note 1:** These estimates are for 1 Satellite Kiosk in a Premises Host location. We may give you an addendum for a Satellite Kiosk, but only if you already have an existing Traditional or Reduced Operating Hours Kiosk location. We may extend credit for certain expenses involved in starting a Kiosk business, like opening inventory, small wares/equipment, uniforms, marketing expenses and costs of licenses and permits. We also might finance some of your opening expenses, like certification program fees. See Item 10 for details regarding financing.

**Note 2:** This table provides certain estimated costs related to pre-opening expenses for a Satellite Kiosk and certain costs you can anticipate occurring during the first 3 months of the Kiosk’s operations. We used our experience with franchisees to make these estimates. These are only estimates.

**Note 3:** You will use the tablet and stylus for product ordering and the label printer for printing product labels. You will use coolers and ice packs to transport your food products to your Satellite

**Note 6:** Food inventory will be delivered to your Traditional or Reduced Operating Hours Kiosk for preparation there.

**Note 7:** Low end is if you already have the signs, banners, or point of sale décor as currently approved by us, or if the Premises Host provides them for you or won't permit you to display them. High end is for a full display. You must keep the appearance of your Kiosk consistent with our required quality or trademark standards, our Manual and the Premises Host rules. We can notify you if your Kiosk's appearance does not meet our standards and can require you to correct any deficiency.

**Note 8:** This fee is refundable when you return the Operations Manual upon the termination or expiration of the Franchise Agreement.

**Note 9:** ~~You may have to purchase some food products directly from the Premises Host. These products may include fresh produce or condiments not typically available to from us or other approved suppliers. The addendum you sign for your Kiosk location will describe the Gross Revenues and/or Wholesale Gross Revenues percentage applicable to your Kiosk location ("Franchisee Share"), less deductions for kiosk placement, additional inventory purchases or other amounts you owe to us and the Premises Host. These rates vary and could be higher or lower depending on Kiosk addendum you sign and the specific Premises Host negotiations. Also, various economic factors, including, distribution constraints or market disruption, among other forces, can result in a variance in these ranges. We cannot estimate the dollar amount the Premises Host Share represents because it is a percentage of revenues and we cannot project your revenues at a Kiosk. The Premises Host commonly develops and builds out the Kiosk before you occupy it and there generally is no separate charge to you associated with the facility layout or build out. You typically will not pay a traditional 'rent' or 'occupancy' to the Premises Host, instead, part of the expenses deducted by the Premises Host relate to the placement and use of your kiosk at that Host location, as provided in the contract between us and the Premises Host. Refer to Item 6 for more information on Gross Revenue sharing.~~

**Note 10:** You must have additional funds available to pay employee wages, supplies, taxes, gasoline for product delivery, administrative and other operational costs that may arise in the first three months of operation of your Satellite Kiosk location. These Additional Funds amounts do not take into consideration any of your personal living expenses or other expenses, such as finance charges, interest or debt service obligations, sales and/or use taxes on goods and services, income taxes, and a variety of other amounts not described above. These expenses may be offset by any revenue you earn during the same period.

We used our affiliate's 13 years of experience with Kiosks in Premises Host locations and the experience of our franchisees to formulate our estimates.

**Note 11:** There could be other factors not listed that may affect your initial investment. You should check with your financial and other advisors. The total range listed in the above chart also does not include compensation for your time or labor and other material costs or any sort of owner's draw or certain other business expenses you may have, such as the share of Gross Revenues or Wholesale Gross Revenues retained by us or your Premises Host, debt service on any loans or financing arrangements, tax expenses and a variety of other amounts not described in the above charts. Additionally, our estimates assume that you already have a vehicle capable

**ADDENDUM TO THE FUJISAN FRANCHISING CORP.  
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MINNESOTA**

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

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes Section 80C.14, Subdivisions 3, 4 and 5 which 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 non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

3. Item 13 of the Franchise Disclosure Document is modified with respect to Minnesota Franchisees as follows: The Minnesota Department of Commerce requires that the Franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Franchisor's trademarks or service marks infringes trademark rights of some third party. The Franchisor does not indemnify against the consequences of the Franchisee's use of the Franchisor's trademark except in accordance with the requirements of the franchise (and to the extent validly required as a condition to registration), and, as a condition to indemnification, the Franchisee must provide notice to the Franchisor of any such claim within 10 business days and tender the defense of claim to the Franchisor. If the Franchisor accepts the tender of defense, the Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

4. Minn. Rule 2860.4400J prohibits a franchisee from waiving its rights to a jury trial or waiving its rights to any procedure, forum or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes.

5. Any releases required as a condition of renewal and/or assignment/transfer will not apply to claims that may arise under the Minnesota Franchises Law.

~~6.~~ ~~6.~~ No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

**7. 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.**

**8. 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.**

### **Maryland.**

If Franchisee is a resident of Maryland or if the Franchise is to be operated in Maryland, the following provisions shall apply and shall supersede any provision in this Agreement to the contrary:

1. Any general release required in connection with the renewal, sale, and/or assignment/transfer of a franchise shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. A franchisee may litigate in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Any requirement that a prospective franchisee must assent to a release, estoppel or waiver of liability in order to purchase a franchise, shall not act as a release, estoppel or waiver of liability under the Maryland Franchise Registration and Disclosure Law.

4. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

5. Section 42 and Schedule C of the Franchise Agreement (Franchisee Disclosure Acknowledgment Statement) are amended to include the following sentence:

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 or any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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. Maryland Securities Division has required as a condition to our franchise registration exemption that we satisfy a financial assurance condition, which we have done by posting a surety bond on file with the Division.

### **Minnesota.**

If Franchisee is a resident of Minnesota or if the Franchise is to be operated in Minnesota, the following provisions shall apply and supersede any provision in this Agreement to the contrary:

1. Franchisor will comply with Minnesota law which provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, Subdivisions 3, 4, and 5 require, except in certain specified cases, that the franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

2. The provisions of the Franchise Agreement shall not relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Minnesota.

3. The provisions of Section 33.B of the Franchise Agreement is amended as follows:

“Minn. Statutes §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, jury trial or remedies provided for by the laws of the jurisdiction.”

4. The following language is added to Section 6.I of the Franchise Agreement:

“The Minnesota Department of Commerce requires the Franchisor to indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee’s use of the trade name infringes trademark rights of the third party. Franchisor indemnifies Franchisee against the consequences of Franchisee’s use of the trade name in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claims within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.”

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

**6. 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.**

**5.7. 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.**

**North Dakota.**