

- specific signage or fixtures. Franchisees may obtain vehicle signage from approved third-party vendors in accordance with our specifications.
4. We will provide you with access to our Barknet International website or any successor to it, and the US forum of that site and access to all of the training resources on that site as well as a series of training materials, in hard copy or electronic form. You must come to the initial training course sufficiently prepared to start training, or we may send you home and require you to attend a later training course at your expense (See Section 8.2(b) of the Franchise Agreement).
 5. Within three (3) months of signing the Franchise Agreement we will conduct initial training that begins prior to your opening and carries through after you open, consisting of a minimum one hundred twenty (120) hours and a maximum of two hundred forty (240) hours of comprehensive instruction regarding the Bark Busters System (See Section 7.3(d) of the Franchise Agreement). To determine whether training has been satisfactorily completed, franchisees must undergo a final assessment administered by our training leaders. This assessment evaluates written, oral, and practical knowledge and skills acquired during the training program.
 6. We will not require you to lease a specific site for your business.

Ongoing Assistance

During the operation of the franchised business, we will:

1. Advise you regarding operating issues, new techniques or methods and provide you with ongoing information concerning developments in the System (See Section 7.3 of the Franchise Agreement).
2. At regular intervals or upon your request, consult with you to facilitate efficient and effective operation of your Bark Busters Business (See Section 7.3(f) of the Franchise Agreement).
3. At our discretion, hold periodic individual or group mentoring sessions to discuss operating problems and methods, and local advertising and marketing techniques. In addition, we may periodically send to you a copy of the then current newsletter or bulletin if we publish or produce newsletters or bulletins (See Section 7.3(1) of the Franchise Agreement).
4. At our discretion, we may hold up to one (1) National Conference (“**Conference**”) every 12 to 24 months at a location of our choosing, which will cost up to one thousand two hundred fifty dollars (\$1,250.00) per attendee plus your cost for travel, food and accommodations. Any increase in the National Conference fee will be proportional to any increase in third-party costs we incur. We will discuss such things as sales techniques, bookkeeping, new product developments, new training techniques, new service suggestions, accounting, inventory control, performance standards, advertising and promotional programs, and merchandising procedures, marketing strategies. You must pay the Conference Fee (~~\$500 to \$3,500~~ \$1,250.00 per person), and you must pay your travel and living expenses (\$500 to \$3,500.00 per person). We reserve the right to increase this fee annually upon thirty (30) days’ notice to you. Your attendance at these conferences is mandatory, even if you are in the process of selling your Bark Busters Business, and your failure to pay the Conference Fee or attend the Conference will be a default of your Franchise Agreement. If more than one (1) person owns the Bark Busters Business, at least one (1) owner must pay for and attend the Conference. Non-attendance by any franchisee will still generate an invoice and must pay the attendance fee,

- regardless of whether the franchisee attends the Conference (*See* Section 7.3(g) of the Franchise Agreement). Failure to pay the generated invoice will result in the franchisees non-compliance with the agreement.
5. We may also hold regional or local general conferences, as well as periodic seminars, meetings, or programs on a local or regional basis to expand on topics covered at the Conference or to cover other topics we deem important to the System. ~~We may charge a reasonable conference fee, at our discretion, and you must pay all of your travel, food and living expenses. We may also hold periodic seminars, meetings and programs on a local or regional basis and you will hold no more than one (1) such event per year and may elect not to hold any in a given year.~~ Your costs may range from five hundred (\$500.00) dollars to two thousand five hundred (\$2,500.00) dollars plus an estimated fifty (\$50.00) dollars for materials. Any increase in fees will be proportional to any increase in third-party costs we incur. You are responsible for any travel, lodging, and meal expenses associated with attendance. You may be required to attend these conferences which are held at various locations chosen by us (*See* Section 7.3(g) of the Franchise Agreement).
 6. We will provide advertising materials to you as we develop them periodically. We may use outside advertising and marketing agencies to create advertising material (*See* Section 13.6 of the Franchise Agreement).
 7. After the first year you have been operating your Bark Busters Business, we may offer you one (1) or more supplemental training courses (“**Supplemental Training Courses**”). These courses are designed to upgrade your knowledge of dog training and customer sales techniques. You must pay all of the travel, food and living expenses of the attendees. The Supplemental Training Course may be held at our training facility in Denver, Colorado, Phoenix, Arizona, or at a location chosen by us (*See* Section 7.3(e) of the Franchise Agreement). We reserve the right to deliver the ‘Supplement Training Course’ via webinar.

Pricing

Although we may provide guidance to you regarding potential pricing in your geographic market, we do not establish minimum or maximum pricing or set your pricing.

Training

You must attend and successfully complete the initial training program to our satisfaction.

Training programs are typically conducted every three (3) months. The current agenda is as follows:

	Provision	Section in Franchise Agreement	Summary
m.	Conditions for Bark Busters North America, LLC's Approval of Transfer	Sections 17.5, 17.6, 17.7, 17.8, 17.9, 17.10, and 17.11	Written notice, new franchisee qualifies, purchase agreement approved, Transfer Fee paid, Legal Reimbursement Fee paid, Prospect Generation and Processing Fee paid (if required), Franchise Broker Resale Commission paid (if required), training arranged, release signed by you and current agreement signed by new franchisee Any general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law (COMAR 02.02.08.16L).
n.	Bark Busters North America, LLC's Right of First Refusal to Acquire Your Business	Section 18	We have the right to match any legitimate, verifiable offer for your business but no obligation.
o.	Bark Busters North America, LLC's Option and Obligation to Purchase Your Business	Section 18	We may purchase your business at the expiration of the Franchise Agreement or if you receive a purchase offer from a third-party. In certain circumstances (such as our refusal to renew), we may be required to purchase the assets of your business.
p.	Death or disability of Franchisee	Section 17.7 & 17.8	Your estate or legal representative must apply to us for the right to transfer to next of kin within one hundred twenty (120) days.
q.	Non-Competition Covenants During the Term of Franchise	Section 16 & Attachment E	No involvement in competing business, no use or disclosure of confidential information, sign non-compete confidentiality agreement. <u>(Subject to applicable state law).</u>
r.	Non-Competition Covenants After the Franchise is Terminated or Expires	Section 16 & Attachments E & F	No competing business for two (2) years anywhere within seventy-five (75) miles of a current operating Bark Busters Franchise, except as stated in the State Addenda. <u>(Subject to applicable state law).</u>

for example, by providing information about possible performance at a particular location or under particular circumstances.

We disclose historical Gross Revenue information about our Franchised Businesses as follows:

Table 1 shows franchised business data and provides information about 2025 Gross Revenue.

“Gross Revenue” means the total revenue reported through our customer relationship management system for the applicable reporting period and consists of all amounts invoiced to customers by the franchisee for services provided during that period. Gross Revenue reflects billed amounts, regardless of whether such amounts were collected, and does not include customer refunds, credits, chargebacks, or sales taxes collected and remitted to taxing authorities.

Gross Revenue is reported before deducting operating expenses, royalties, marketing fees, or other costs of doing business. We have relied on the Gross Revenue information submitted to us by franchisees through our internal reporting systems and have not independently audited this information.

Table 1 – 2025 Data
Franchisee Business Gross Revenue (132 Units)⁽¹⁾

Average Gross Revenue	\$144,479
Number of Franchised Businesses Meeting or Exceeding Average	55
Percentage of Franchised Businesses Meeting or Exceeding Average	42%
Median Gross Revenue	\$127,718
Highest Gross Revenue	\$655,448
Lowest Gross Revenue	\$1,900

Note 1: The franchised business data reflected in Table 1 includes only those Franchised Businesses that had been open and operating for more than one year as of the end of the applicable fiscal year. Accordingly, the following Franchised Businesses are excluded from this table because they had not yet commenced operations or had been open for less than one year: Wexler, Maryland. Accordingly, the following Franchised Businesses are excluded from this table because they had not yet commenced operations or had been open for less than one year: Wexler, Maryland. In 2025, three franchised outlets ceased operations and were excluded from the calculations. None of these outlets closed after being open for less than 12 months.

Some Franchised Businesses have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

Written substantiation for the financial performance representation will be made available to you upon reasonable request.

Other than the preceding financial performance representation, Bark Busters does not make any financial performance representations. We do not authorize our employees or

claim, suit or demand regarding the use of our primary trade name.

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.

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.

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ~~10-year period~~ ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, ~~or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law,~~ resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; ~~it being the intent of this proviso~~ intends that the non-waiver provisions of General Business Law Sections ~~687.4~~ 687(4) and ~~687.5~~ 687(5) be satisfied.

4. The following is added to the end of the "Summary" section of Item 17(d), titled

“Termination by franchisee”::

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum”, and Item 17(w), titled “Choice of law”::

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements – 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. Receipts – Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

VIRGINIA

The following statements are added to Item 17h:

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.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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~~chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

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

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

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

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

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

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

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

1. Section 3 and Section 19 are amended to provide that Minnesota law 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 franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement. 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 franchisee.

2. Under Minnesota law, Franchisor must indemnify Franchisee against liability to third parties resulting from claims by third parties that Franchisee's use of Franchisor's trademarks infringes trademark rights of the third party. Under Subsection 10.22, Franchisor may, but is not required to indemnify Franchisee against the consequences of Franchisee's use of Franchisor's trademarks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim and tender the defense of the claim to Franchisor within ten (10) days after the claim is asserted. 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.

3. The first sentence of Subsection 22.4 of the Franchise Agreement is amended to read as follows:

“The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Agreement will be governed by the laws of the State of California without recourse to California choice of law or conflicts of law principles, provided, however, that this Section shall not in any way abrogate or reduce any rights of Franchisee as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.”

4. The following language will appear at the end of Subsection 22.5 of the Franchise Agreement: “Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement 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.”

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.

[Signatures on following page]

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT 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~~chapter 19.100 RCW ~~shall~~will prevail. ~~Section 22.5 of the Franchise Agreement is amended to provide this.~~
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement in 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 which may that supersede the franchise agreement in or related agreements concerning your relationship with the franchisor including the areas of termination and renewal of your franchise. Sections 3 and 19 of the franchise agreement are amended to provide this. 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. ~~Section 22.5 and 23.1 of the franchise agreement as well as the Franchise Disclosure Document are amended to provide this.~~
4. **General Release.** A release or waiver of rights ~~executed by~~ in the franchise agreement or related agreements purporting to bind the franchisee ~~shall not include rights 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 ~~such as those which~~ contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. ~~5.~~ **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the

franchisor's reasonable estimated or actual costs in effecting a transfer.

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

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

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

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

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

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

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

~~6.~~ 14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions~~provision~~ contained in the franchise agreement or elsewhere that ~~conflict~~conflicts with these limitations ~~are~~is void and unenforceable in Washington.

~~7.~~ 15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting,

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

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

8. Section 5.1 is amended to read:

~~In consideration of the Bark Buster's Franchise granted in this agreement by Franchisor to the Franchisee, the franchisee shall pay the sum of forty nine thousand five hundred dollars (\$49,500.00) plus, if due and payable, all applicable federal, state or municipal taxes, as a non-reoccurring and non-refundable initial franchise fee ("Initial Franchise Fee") to the Franchisor. The Initial Franchise fee shall be paid by means of certified funds or a bank check. Payment of the Initial Franchise Fee will be deferred until Franchisor has fulfilled its initial pre-opening obligations to franchisee, and franchisee is open for business.~~

ACKNOWLEDGMENT:

~~It is agreed that the applicable foregoing state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of __, 20__, and of the Franchise Disclosure Document but only state law as of the date above, prior to or at the time of execution.~~

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

DATED this ___ day of __, 20__.

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

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____, 20__.

Signature of Franchisor Representative

Signature of Franchisee Representative

Title of Franchisor Representative

Title of Franchisee Representative

FRANCHISOR

**BARK BUSTERS NORTH AMERICA,
LLC**

By: _____

Its: _____

Date: _____

FRANCHISEE:

**IF A PARTNERSHIP, CORPORATION
OR OTHER LEGAL ENTITY**

Entity Name _____

By: _____

Its: _____

Date: _____

**IF FRANCHISEE IS ONE OR MORE
INDIVIDUALS:**

[Signature]

Printed Name: _____

Date: _____

[Signature]

Printed Name: _____

Date: _____

**(MUST BE SIGNED BY ALL OWNERS AND MANAGERS OF AN ENTITY
FRANCHISEE)**