

ITEM 6 OTHER FEES

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Continuing Royalty	5.0% of previous week's Gross Revenues after first twelve months of operations and continuing throughout the remainder of the Initial Term. - While in default of any provision of the Franchise Agreement (other than those defaults listed in Sections 17.01 or 17.02), 15.0% of previous week's Gross Revenues (after first twelve months of operations). See Note 1.	Payable weekly on Tuesday of the next week	"Gross Revenues" includes all revenues from the franchised Business. Fully defined in Franchise Agreement, Section 5.05. See Note 1
System Brand Fund Contribution	Up to 4.0% of Gross Revenues (<u>currently 1.5%</u>)	Same as Continuing Royalty	Contribution percentage may change during term of Franchise Agreement, but in no event more than 4.0% of Gross Revenues. See Note 1
Required Minimum Expenditure for Local Advertising	Per New Restaurant Marketing Plan, a minimum total of \$5,000 over the course of the period beginning one month before scheduled opening and ending three months after opening; then the greater of \$1,166 per month or 1% of the preceding month's Gross Revenues through the end of first full calendar year of operations and 2% of the previous year's Gross Revenues for all subsequent years.	Over the course of the five month period covered under the New Restaurant Marketing Plan; Monthly for the first full calendar year of operations; and then annually thereafter	Required expenditure percentage will not change during term of Franchise Agreement. You must seek and obtain our approval for all categories and materials you wish to use in advertising before you use them. You must comply with our procedure for annual audit of local advertising expenditure.

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
			our next scheduled Initial Training Program or we may require that you send a replacement attendee. In either case, you will be required to pay us the Replacement Training Fee in column 2 for each individual who has to re-enroll in (or who is sent as a replacement attendee to attend) our Initial Training Program or Partner Training Program.
On-Site Opening Training and Assistance Fee	\$7,200 - \$9,500	One week following your	<p>If you are entering into a Franchise Agreement for your first, second or third Restaurant, then we will send 3 to 4 trainers to your Restaurant (depending on the Restaurant Concept that you will operate) for a period of 12–14 days surrounding your Restaurant’s opening to provide you with onsite training and assistance. While there is no fee for the actual training, you will be responsible for our trainers’ lodging, travel and meals expenses. To cover these expenses, you will be required to pay us an on-site opening training fee (the “On-Site Opening Training and Assistance Fee”) equal to: (i) \$6,500 if you will be operating a Fast Casual, Delivery and Carryout Only, or Remote Kitchen Restaurant or (ii) \$9,500 if you will be operating a Dine-In Restaurant.</p> <p>If you are opening your fourth Restaurant or beyond, then we will (upon your request) send you 1 trainer and bill you for the actual travel, lodging and meal expenses that the trainer incurs in providing you with this on-site training and assistance.</p>
Additional On-Site Training and Assistance	\$50 per trainer per day, plus lodging transportation, and food.	When we request	You can request additional on-site training and/or assistance at any time.
Ongoing Ongoing Training	Expenses and training fees as we determine in our business judgment. All lodging, transportation, meal and living expenses incurred by your	As incurred.	<p>We may from time to time develop additional training programs which you (if an individual), your Operating Principal and/or other staff or personnel we designate either may or must attend and successfully complete.</p> <p>We may also hold an annual</p>

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
	<u>attendees</u>		conference, convention or training session. You and/or your Operating Principal must attend.
Insurance	Estimated annual premium - \$8,000 to \$20,000.	As insurance carrier requires	Insurance company sets the premiums and you pay the insurance company, except that if you fail to pay premiums for required insurance, we may pay premiums and charge you for them. Premiums may vary depending upon factors such as the insurance company selected and your claims experience. See Note 4.
Employee Uniforms	These costs will vary depending on which elements of the employee uniform are needed.	As incurred.	See Note 5.
Architect Evaluation Fee	\$2,500	As incurred	See Note 6.
General Contractor Evaluation Fee	\$3,500	As incurred	See Note 7.
Relocation Fee	25% of the then current Initial Franchise Fee, plus our costs and expenses associated with the relocation.	When we request	If you wish to relocate your Dine-In, Fast Casual or Delivery and Carryout Only Restaurant, you must pay the fee set forth in column 2 (the "Relocation Fee") and then reimburse us for any reasonable costs we incur in considering your request. If you are operating a Remote Kitchen Restaurant, you will not be required to pay us a Relocation Fee or reimburse us for any reasonable costs we incur in considering your relocation request so long as your request to relocate is being made because the lease for your Restaurant Location is expiring. You will be required to pay us a Relocation Fee and reimburse us for our costs in considering your request to relocate your Remote Kitchen Restaurant Location, if the lease for your Restaurant Location is terminated due to your default. See Item 12.

The Regional Advertising Cooperative will not be required to prepare annual or periodic financial statements. However, any financial statements that are generated as part of the books and records of the Cooperative will be available for review by franchisees that are members of the Cooperative. The Regional Advertising Cooperative will provide financial information about the Cooperative's operations upon request of the Board of the Cooperative, and the Board will then, in its discretion, present the report to you and the other members of the Cooperative at the next regular meeting or at a special meeting. (See Section 11.02 of the Sample By-Laws, Exhibit G to the Franchise Agreement.)

System Brand Fund

You must contribute to our system a weekly System Brand Fund Contribution of up to 4% of your previous week's Gross Revenues (currently 1.5%). The required amount may change during the term of the Franchise Agreement, but in no event will be more than 4.0% of Gross Revenues. (Franchise Agreement, Section 10.01.) All of our franchisees are required to contribute at the same rate except as prohibited by applicable law. Bonchon Businesses which we or our affiliates have or may in the future establish and operate may (but are not required to) contribute to the Fund.

We will direct all advertising programs and control the creative concepts, materials and media used, media placement and allocation. We need not make expenditures for you which are equivalent or proportionate to your contributions. We need not ensure that any particular franchisee benefits directly or proportionately from Fund advertising. The Fund is not a trust and we are not a fiduciary.

The Fund may be used to meet all costs of administering, directing, preparing, placing and paying for national, regional or local advertising. This includes: production and media; television, radio, video, audio, cable, magazine, newspaper, written materials, graphics, electronic media, and worldwide web/internet advertising campaigns; other advertising, marketing and public relations and promotional materials; point-of-purchase materials; consumer research, menu and promotion analytics tracking; interviews and related activities; the creation, maintenance and periodic modification of the Bonchon website; reviewing any advertising material you propose to use (as provided below); search engine optimization; establishing a third party facility for customizing local advertising materials; accounting for System Brand Fund receipts and expenditures; attendance at industry related conventions, shows or seminars; advertising at sports events; sports team sponsorships; mailers, door hangers, freestanding inserts/coupons, brochures and sponsorships; mystery shoppers (both for the Bonchon System and for competitive networks or units); celebrity endorsements; influencer marketing; related retainers; association dues (including the International Franchise Association); social media programs on the internet; cellular telephone and smartphone media programs; gift cards; customer loyalty programs; other activities that we believe in our sole judgment are appropriate to enhance, promote and/or protect the Bonchon System; and, engaging advertising agencies to assist in any or all of the above activities, including fees to have print, broadcast and/or internet advertising placed by an agency, and all other public relations and advertising agency fees.

We need not maintain the money paid by franchisees to the Fund and income earned by the Fund in a separate account, but we may not use this money for any purposes other than those provided for in the Franchise Agreement. We can spend money from the Fund for our reasonable administrative costs and overhead for activities reasonably related to the administration of the Fund and advertising programs for franchisees, including, for example, preparing marketing and advertising materials; working with advertising agencies, advertising placement services and creative talent; collecting Fund contributions and preparing an accounting of contributions to the Fund and the annual statement of Fund contributions and expenditures described below; the Fund's administrative costs; travel expenses of personnel while they are on Fund business; meeting costs, including franchisee conferences; overhead relating to Fund business; a management fee for us (or an affiliate); and other expenses we incur in activities reasonably related to administering or directing

You can request additional on-site training and/or assistance at any time. We will provide it at our option, but the franchise agreement does not require us to provide it. We may impose a fee for each day of additional on-site training or assistance we agree to provide. Currently, franchisees requesting additional on-site training and/or assistance must pay a fee of \$50 per trainer per day, plus cover the costs of the trainings lodging transportation, and meals. The timing of all additional on-site and off-site advice, consultation and training (after the Initial Training Program or Partner Training Program) will be subject to the availability of our personnel.

We may from time to time conduct an annual conference, convention or training session. We will determine the duration, curriculum and location of these. You (if an individual) and/or your Operating Principal must attend each annual conference, convention or training session. ~~We reserve the right to charge our then current fees for such events.~~ We will not charge you a fee for attending such annual conference, convention and/or training session.

You must pay all the expenses incurred by your trainees or attendees in connection with the Initial Training Program or Partner Training Program and any other training, conferences, conventions or other meetings your trainees attend, including, for example, their salaries, transportation costs, meals, lodging and other living expenses. (Franchise Agreement, Section 7.02)

Site Selection

You must select a Restaurant Location for your Dine-In, Fast Casual and/or Delivery and Takeout Only Restaurant and obtain our advance written approval for your Restaurant Location within 90 days after we sign your Franchise Agreement. If you will be operating a Remote Kitchen Restaurant, than you must select a Restaurant Location and obtain our advance written approval of your Restaurant Location 60 days after we sign your Franchise Agreement. We will designate a geographical area within which you will have the right to look for a site for your Restaurant location (the "Site Selection Area"). The Site Selection Area will not determine the size or description of your Protected Territory.

You must sign a lease approved by us (or provide proof of ownership or an executed contract of sale) for your Restaurant location within 120 days after we sign your Franchise Agreement. If you will be operating a Remote Kitchen Restaurant, then you must sign a lease approved by us (or provide proof of ownership or an executed contract of sale) for your Restaurant location within 90 days after we sign your Franchise Agreement).

We will provide you with site selection criteria and a site evaluation form. You must verify to us that your site complies with our site selection criteria. You will be required to utilize a Bonchon approved real estate broker, submit maps, completed checklists, photographs, copies of proposed leases, diagrams of the premises with measurements and other information and materials which we may reasonably require to evaluate your proposed Restaurant Location. Our approval only means that the Restaurant Location has met our minimum requirements for a Bonchon Restaurant. The Restaurant Location (whether found by you or a Bonchon approved real estate broker) may only be used to operate your Restaurant.

Bonchon Accelerated Architectural Services Program

To assist franchisees in streamlining the development of their Restaurants, we offer qualified franchisees the opportunity to participate in our accelerated development program called the Bonchon Accelerated Architectural Services Program ("BAASP"). The goal of BAASP is to help franchisees shorten the construction process by allowing them to commence the construction planning and permitting process while they negotiate the terms of the lease for their Restaurant Location.

Once we have approved the site for your Restaurant Location, we will determine (in our sole business

than 14 consecutive days or operated less than 300 days and (iv) the 12 franchised Bonchon Restaurants that permanently closed after the start of the reported calendar year (3 of which had been in operation for less than 12 months).

There was a total of 148 franchised Bonchon Restaurants open and operating as of the close of the 2025 fiscal year. Of those 148 franchised Bonchon Restaurants that were open and operating as of the close of the 2025 fiscal year, 128 of those Restaurants qualified as a Mature Franchised Restaurant. The 128 Mature Franchised Restaurants consisted of: (i) 96 Dine-In Restaurants, (ii) 26 Fast Casual Restaurants, (iii) 3 Remote Kitchen Restaurants and (iv) 3 Delivery and Carryout Only Restaurants.

2025 Fiscal Year End Financial Performance Information for Mature Franchised Restaurants (By Restaurant Concept)

Table A below sets forth certain historic financial performance information for all 128 Mature Franchised Restaurants (by Restaurant Concept) that were open and operating as of the close of the 2025 fiscal year.

A. 2025 Fiscal Year End Financial Performance Information for Mature Franchised Restaurants By Restaurant Concept

Calendar Year	No. of Restaurants	Restaurant Concept	Average Annual Gross Revenues	Median Annual Gross Revenues
2025	96	Dine-In Restaurant	\$1,595,312	\$1,465,170
2025	26	Fast Casual Restaurant	\$1,043,160	\$1,013,505
2025	3	Remote Kitchen Restaurant	\$929,256	\$1,074,446
2025	3	Delivery and Carryout Only Restaurant	\$939,251	\$702,988

Dine-In Restaurants. As of December 31, 2025, there were 96 Mature Franchised Dine-In Restaurants. Of these 96 Mature Franchised Dine-In Restaurants, 39 (or 41%) met or exceeded the Average Annual Gross Revenues, with the highest Annual Gross Revenues earned being \$4,129,765 and the lowest Annual Gross Revenues earned being \$429,352.

Fast Casual Restaurants. As of December 31, 2025, there were 26 Mature Franchised Fast Casual Restaurants. Of these 26 Mature Franchised Fast Casual Restaurants, 12 (or 46%) met or exceeded the Average Annual Gross Revenues, with the highest Annual Gross Revenues earned being \$2,166,573 and the lowest Annual Gross Revenues earned being \$377,773.

Remote Kitchen Restaurants. As of December 31, 2025, there were 3 Mature Franchised Remote Kitchen Restaurants. Of these 3 Mature Franchised Remote Kitchen Restaurants, 2 (or 67%) met or exceeded the Average Annual Gross Revenues, with the highest Annual Gross Revenues earned being \$1,376,187 and the lowest Annual Gross Revenues earned being \$337,134.

Delivery and Carryout Only Restaurants. As of December 31, 2025, there were 3 Mature Franchised Delivery and Carryout Only Restaurants. Of these 3 Mature Franchised Delivery and Carryout Restaurants, 1 (or 33%) met or exceeded the Average Annual Gross Revenues, with the highest Annual Gross Revenues earned being \$1,403,312 and the lowest Annual Gross Revenues earned being

to, their salaries, transportation costs, meals, lodging and other living expenses.

7.03 On-Site Opening Training or Assistance

If this Agreement governs the operation of your first, second or third Bonchon Restaurant, then we will provide at least three to four trainers (depending on the Restaurant Concept that you will operate) for a period of 12-14 days surrounding the Restaurant's opening to assist in onsite training and to provide operational support. While there is no fee for the actual training, you will be responsible for the expenses we incur for all lodging, travel and meals. To cover these expenses, you will be required to pay us an on-site opening training fee (the "On-Site Opening Training and Assistance Fee") equal to: (i) \$6,500 if you will be operating a Fast Casual, Delivery and Carryout Only, or Remote Kitchen Restaurant or (ii) \$9,500 if you will be operating a Dine-In Restaurant. The On-Site Opening Training and Assistance Fee is payable one (1) calendar week following your Restaurant opening.

After the opening of your third Restaurant, we will send one trainer to assist and guide you in the opening of any subsequent Restaurant, so long as your existing Restaurants are still open and fully operational. You will be responsible for training your restaurant staff. While there is no fee for the actual training, you will be responsible for the actual expenses we incur for the trainer's lodging, travel and meals. We will schedule the opening training and assistance for your Restaurant upon your notice to us of your Scheduled Opening Date. You will be responsible for the reimbursement of any and all change fees and/or penalties incurred by us if we must cancel or reschedule the opening training and assistance after your request.

You may request additional on-site opening training or assistance at any time in accordance with guidelines we may specify in the Manuals or otherwise. We will not be obligated to provide additional on-site training or assistance, but if we elect to do so, we may impose a \$50 fee per trainer per day for each day of additional on-site training or assistance we agree to provide. The timing of all advice, consultation and training provided for in this Agreement will be subject to the availability of our personnel.

7.04 On-Going Training

We may from time to time develop additional training programs which you (if an individual), your Operating Principal and/or other staff or personnel we designate either may or must attend and successfully complete. We will determine the duration, curriculum and location of these future additional training programs. We reserve the right to charge our then-current training fees for such programs. You also agree to pay all of the expenses incurred by your trainees or attendees in connection with any additional training programs we develop, including their salaries, travel costs, meals, lodging and other living expenses.

In addition, we may from time to time conduct an annual conference, convention or training session. We will determine the duration, curriculum and location of these. You (if the franchisee is an individual) and/or your Operating Principal must attend each annual conference, convention or training session. We will not charge you a fee for you, your Operating Principal and/or other staff or personnel to attend such events. We reserve the right to charge our then-current fees for such events.

Any training that we provide under this Article 7 will be conducted only in English. You are required to pay the cost of an interpreter, should one be required.

7.05 Field Support Services

After you open your Bonchon Restaurant, we may from time to time and at your sole expense (including our staff's hotel and travel expenses) offer you field support services, supervision and/or assistance that we consider advisable through on-site visits, off-site sessions, telephonic, electronic

You waive any such claim for damages. You may not claim any such damages by way of setoff, counterclaim or defense. Your sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions, for specific performance or for declaratory judgment.

25. INJUNCTION

25.01 Injunction

You explicitly affirm and recognize the unique value and secondary meaning attached to the Bonchon System and the Proprietary Marks. Accordingly, you agree that any noncompliance by you with the terms of this Agreement, or any unauthorized or improper use of the Bonchon System or the Proprietary Marks by you, will cause irreparable damage to us and other Bonchon System franchisees. You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the Bonchon System or Proprietary Marks, during or after the term of this Agreement, we and our affiliates will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the entry of these temporary and permanent injunctions without the requirement that we post a bond of any type or nature, or any other form of security, and without the requirement to prove the adequacy of money damages as a remedy, and without waiving any other rights or remedies at law or in equity. You will be responsible for payment of all costs and expenses, including, reasonable attorneys' fees, which we and/or our affiliates may incur in connection with our efforts to secure such injunctive relief.

26. INTEGRATION OF AGREEMENT

26.01 Integration of Agreement

This Agreement, all exhibits to this Agreement, and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements. Nothing in this or any related Agreement, however, is intended to disclaim or require you to waive reliance on any representation that we made in the Franchise Disclosure Document that we provided to you. ~~You specifically acknowledge that the only financial performance information we furnish is set forth in Item 19 of our franchise disclosure document; that no officer, director, employee, agent, representative or independent contractor of ours is authorized to furnish you with any other financial performance information. For the purpose of this Agreement, "financial performance information" means information given, whether orally, in writing or visually which states, suggests or infers a specific level or range of historic or prospective sales, expenses and/or profits of franchised or non-franchised Bonchon Businesses and Restaurants.~~

27. NO ORAL MODIFICATION

27.01 No Oral Modification

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties.

28. NOTICES

28.01 Notices

Any notice, request or protest required or permitted to be given under this Agreement must be in writing; must be delivered to the other party either personally, or by a recognized, documented

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

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.

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. The following language will appear at the end of Section 32.04 of the Franchise Agreement (“Venue”):

"Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or 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."

2. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.
3. 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.
4. Franchisor will protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
5. The second sentence of Section 12.04 of the Franchise Agreement (“Enforcement of Covenants Not To Compete”) is amended to read as follows:

"Accordingly, you consent to the seeking of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement."

6. The third and fourth sentences of Section 25.01 of the Franchise Agreement (“Injunction”) is amended to read as follows:

"You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions."

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT, ACKNOWLEDGMENT AND RELATED MATERIALS

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. Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

Site of Arbitration, Mediation and/or Litigation.

~~1. If any of the provisions in the franchise disclosure document or franchise agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the franchise disclosure document and franchise agreement with regard to any franchise sold in Washington.~~

2.1. 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 the 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.

2. 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 executed by a Franchisee will not include rights under the Washington Franchise Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the Franchise 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).

3. State of Limitations and Waiver of Jury Trial. Provisions contained in the Franchise Agreement or related agreements such as those which that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, and or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

4. Franchisee Bill of Rights. ~~The state of Washington has a statute, RCW 19.100.180 which~~ may supersede provisions in the Franchise Agreement or related agreements concerning your relationship with the Franchisor, including the areas of termination and renewal of your franchise. There may also be court decisions ~~which may that~~ supersede the Franchise Agreement or related agreements concerning your relationship with the Franchisor. Franchise Agreement provisions, including the areas of termination and renewal of your franchise those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

5. 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.

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)(i), 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 Judgment.** 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.
- 7-14. **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 contained in the Franchise Agreement Agreement or elsewhere that conflict with these limitations are 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.

~~8.—~~

~~Sections 4.02 (“Successor Term and Successor Franchise Agreement”) and 13.01 (“Conditions to Successor Franchise Agreement”) describe the Franchisee’s right to enter into two consecutive Successor Franchise Agreements and the conditions the Franchisee must satisfy in order to have the right to enter into a Successor Franchise Agreement, respectively. The Franchisor will have no obligation upon the termination of the second Successor Franchise Agreement to offer the Franchisee a continued right to operate its Bonchon Business, and the Franchisee may be required at that time to stop operating its restaurant as a Bonchon Restaurant and to comply with all post-termination obligations.~~

9.16. Questionnaires and Acknowledgements. 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.

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

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

~~10.19.~~ Sections 4.02 (“Successor Term and Successor Agreement”) and 13.01 (“Conditions to Successor Term”) describe the Franchisee’s right to enter into two consecutive Successor Franchise Agreements and the conditions the Franchisee must satisfy in order to have the right to enter into a Successor Franchise Agreement, respectively. The Franchisor will have no obligation upon the termination of the second Successor Franchise Agreement to offer the Franchisee a continued right to operate its Bonchon Business, and the Franchisee may be required at that time to stop operating its restaurant as a Bonchon Restaurant and to comply with all post-termination obligations.

~~11.20.~~ Regarding Section 8.14 (“Adequate Reserves and Working Capital”) of the Franchise Agreement, the Franchisor’s discretion shall be exercised in accordance with the good faith requirement in RCW 19.100.180(1).

~~12.21.~~ Section 12.02 of the Franchise Agreement (“Covenant Not to Compete”), and the Confidentiality/Non-Competition Agreement and Confidentiality Agreement attached to the Franchise Agreement, are each amended to add that non-parties to the Franchise Agreement are only bound to the confidentiality and/or non-competition provisions if they execute such Confidentiality/Non-Competition Agreement themselves.

~~13.22.~~ The last sentence in the first paragraph in Section 14.01 of the Franchise Agreement (“Assignment by Us”) is deleted in its entirety replaced with the following language: “Instead, all such duties and obligations will be performed solely by our assignee, and you will never assert or contend otherwise.”

~~14.23.~~ The securities offering review fee stated in Section 14.08 (“Your Offer and Sale of Securities”) of the Franchise Agreement will be no greater than the actual and reasonable costs incurred by the franchisor for such a review.

~~15.24.~~ Section 17.05 of the Franchise Agreement (“Your Failure to Pay Constitutes Your Termination of This Agreement”) is deleted in its entirety and replaces with the following language: “Your failure to timely cure any breach of your obligation to make payments of Continuing Royalties, System Brand Fund Contributions or any other monies due and owing to us or our affiliates under this Agreement, or to timely cure any other material breach of this Agreement committed by you, in either instance following our notice to you that you have committed a breach of this Agreement and granting you an opportunity to cure said breach, will be irrevocably deemed to constitute your unilateral rejection and termination of this Agreement and all related agreements between you and us or our affiliates, notwithstanding that a formal notice of such termination(s) ultimately issues from us, and you shall never contend otherwise.”

~~16.25.~~ Article 19 of the Franchise Agreement (“Our Option Upon Termination or Expiration”) will be interpreted in accordance with RCW 19.100.180, including that the franchisee’s inventory and supplies shall be purchased by the franchisor for not less than their fair market value offset by any amount owed by the franchisee to the franchisor.

~~17.26.~~ Section 21.03 of the Franchise Agreement (“No Warranty or Guarantee”) is hereby amended to read as follows: “If we afford you a waiver, approval, consent or suggestion in connection with this Agreement, we do not thereby make any warranty or and by doing so we assume no liability or obligation to you.

~~18.27.~~ The first sentence in Section 37.01 of the Franchise Agreement (“Submission of Agreement”) is hereby amended to read as follows: “Our tendering this Agreement to you does not constitute an offer.”

~~19. 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.~~

~~20.28.~~ This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

WASHINGTON ADDENDUM TO SOFTWARE LICENSE AGREEMENT

The following provisions will supersede anything to the contrary in the Software License Agreement and will apply to all franchises offered and sold under the laws of the State of 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 the Software License Agreement in your relationship with the franchisor including the areas of termination and renewal of the Software License Agreement. There may also be court decisions which may supersede the Software License Agreement in your relationship with the franchisor including the areas of termination and renewal of the Software License Agreement. **Software License Agreement provisions, including those summarized in Item 17 of the 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 Software License 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 executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
5. **Transfer Fees.** Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
6. **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 contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
7. **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.

8. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the Software License Agreement 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 as a right to a jury trial, may not be enforceable.
9. **Termination by Franchisee.** The franchisee may terminate the Software License Agreement under any grounds permitted under state law.
10. **Certain Buy-Back Provisions.** Provisions in the Software License Agreement 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)(d).
11. **Fair and Reasonable Pricing.** Any provision in the Software License Agreement 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).
12. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the Software License Agreement or elsewhere requiring franchisee 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).
13. **Franchisor's Business Judgment.** Provisions in the Software License 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.
14. **Indemnification.** Any provision in the Software License 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.
15. **Attorneys' Fees.** If the Software License 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.
16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any

document executed in connection with the franchise.

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

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

8-19. The first sentence in Section 18.01 of the Software License Agreement (“Submission of Agreement”) is hereby amended to read as follows: “Our tendering this Agreement to you does not constitute an offer.”

LICENSOR
BONCHON FRANCHISE LLC

LICENSEE
FRANCHISEE

If a corporation or other entity:

By: _____

[ENTITY]

Name: Suzie Tsai

By: _____

Title: Chief Executive Officer

Name: _____

Date: _____

Title: _____

Date: _____

If an individual:

By: _____

Name: _____

Date: _____

STATE ADDENDA TO AREA DEVELOPMENT AGREEMENT

CALIFORNIA ADDENDUM TO AREA DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Area Development Agreement, the following provisions will supersede and apply to all area development agreements offered and sold in the State of California:

1. Section 11.01 of the Area Development Agreement (“Covenants Not to Compete”) contains a covenant not to compete, which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professional Code Section 16600.
2. Section 18.13 of the Area Development Agreement (“Venue”) requires venue to be limited to the laws of the State of New York. This provision may not be enforceable under California law.
3. For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.
4. California Business and Professions Code 20000 through 20043 provide rights to the franchisee (and area developer) concerning transfer, termination, or non-renewal of a franchise (and area franchise). If the franchise agreement (or area development agreement) contains a provision that is inconsistent with the law, the law will control.
5. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) 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.
6. With respect to franchises sold in California, a franchisor is prohibited from modifying a franchise agreement, or requiring a general release, in exchange for any assistance related to a declared state or federal emergency.
7. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows]

Dated: _____ AREA DEVELOPER:

_____ If an entity:

_____ (Name of Entity)

_____ By:

_____ Its:

_____ (Title)

_____ (Print Name)

_____ If one or more individuals:

_____ (Signature)

_____ (Print Name)

_____ (Signature)

_____ (Print Name)

_____ (Signature)

_____ (Print Name)

Dated: _____ BONCHON FRANCHISE LLC

_____ By:

_____ Name:

_____ Title:

HAWAII ADDENDUM TO AREA DEVELOPMENT AGREEMENT

1. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) 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.
2. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated: _____ AREA DEVELOPER:

_____ If an entity:

_____ (Name of Entity)

_____ By:

_____ Its:

_____ (Title)

_____ (Print Name)

_____ If one or more individuals:

_____ (Signature)

_____ (Print Name)

_____ (Signature)

_____ (Print Name)

_____ (Signature)

_____ (Print Name)

Dated: _____ BONCHON FRANCHISE LLC

_____ By:

_____ Name:

_____ Title:

ILLINOIS ADDENDUM TO AREA DEVELOPMENT AGREEMENT

1. Illinois law governs the Franchise Agreement(s).
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) 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.
6. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows]

Dated: _____ AREA DEVELOPER:

_____ If an entity:

_____ (Name of Entity)

_____ By:

_____ Its:

_____ (Title)

_____ (Print Name)

_____ If one or more individuals:

_____ (Signature)

_____ (Print Name)

_____ (Signature)

_____ (Print Name)

_____ (Signature)

_____ (Print Name)

Dated: _____ BONCHON FRANCHISE LLC

_____ By:

_____ Name:

_____ Title:

INDIANA ADDENDUM TO AREA DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Area Development Agreement, the following provisions will supersede and apply:

1. The laws of the State of Indiana supersede any provisions of the Area Development Agreement or New York law if such provisions are in conflict with Indiana law. The Area Development Agreement will be governed by Indiana law, rather than New York law, as stated in Section 18.12 of the Area Development Agreement ("Governing Law").
2. Venue for litigation will not be limited to New York, as specified in Section 18.13 of the Area Development Agreement ("Venue").
3. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the area franchise without good cause or in bad faith, good cause being defined therein as a material breach of the area development agreement, will supersede the provisions of Article 15 of the Area Development Agreement ("Default and Termination") in the State of Indiana to the extent they may be inconsistent with such prohibition.
4. No release language set forth in the Area Development Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
5. Section 11.02 of the Area Development Agreement ("Enforcement of Covenants Not to Compete") will not apply to area franchises offered and sold in the State of Indiana.
6. Section 18.04 of the Area Development Agreement ("Our Withholding of Consent – Your Exclusive Remedy ") will not apply to area developers offered and sold in the State of Indiana.
7. Section 11.01 of the Area Development Agreement ("Covenants Not to Compete") is revised to limit the geographical extent of the post-term covenant not to compete to Area Developer's Development Territory for all area franchises sold in the State of Indiana.
8. Section 13.03 of the Area Development Agreement ("Injunction") will not apply to area franchises offered and sold in the State of Indiana.
9. Section 18.14 of the Area Development Agreement ("Punitive Damages") is deleted in its entirety.
10. Notwithstanding the terms of Section 9.03 of the Area Development Agreement ("Indemnification"), Area Developer will not be required to indemnify Franchisor and the other

Indemnitees for any liability caused by Area Developer's proper reliance on or use of procedures or materials provided by Franchisor or caused by Franchisor's negligence.

11. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) 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.

12. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated: _____ AREA DEVELOPER:

_____ If an entity:

_____ (Name of Entity)

_____ By:

_____ Its:

_____ (Title)

_____ (Print Name)

_____ If one or more individuals:

_____ (Signature)

_____ (Print Name)

_____ (Signature)

_____ (Print Name)

_____ (Signature)

_____ (Print Name)

Dated: _____ BONCHON FRANCHISE LLC

_____ By:

_____ Name:

_____ Title:

MARYLAND ADDENDUM TO AREA DEVELOPMENT AGREEMENT

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Area Development Agreement and will apply to all area franchises offered and sold under the laws of the State of Maryland:

1. The laws of the State of Maryland may supersede the Area Development Agreement, including the areas of termination and renewal of the Area Franchise.
2. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Area Franchise.
3. Section 18.13 of the Area Development Agreement ("Venue") requires venue to be limited to New York. This provision is deleted from all Area Development Agreements for residents of the State of Maryland and/or area franchises to be operated in the State of Maryland.
4. The following sentences are added at the end of the last paragraph of Section 3.02 of the Area Development Agreement ("Rights We Reserve"):

"The waivers and releases in this paragraph are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. The waivers and releases in this paragraph will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law."
5. The following language is added to the end of Section 18.05 of the Area Development Agreement ("Integration of Agreement; No Oral Agreements or Representations"): "This Section is not intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."
6. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) 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. If the franchise agreement or any agreement executed by the franchisee in connection therewith (including but not limited to, if applicable, an area development agreement), includes any questionnaire to be completed by or acknowledgments to be made by the franchisee that are contrary to the Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments, adopted on September 18, 2022 by the North American Securities Administrators Association, Inc. (with an effective date of January 1, 2023), then any such questionnaire and/or acknowledgments shall not apply to prospective franchisees who are Maryland residents or who seek to purchase a franchise located in Maryland.
8. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated: _____ AREA DEVELOPER:

_____ If an entity:

_____ (Name of Entity)

_____ By:

_____ Its:

_____ (Title)

_____ (Print Name)

_____ If one or more individuals:

_____ (Signature)

_____ (Print Name)

_____ (Signature)

_____ (Print Name)

_____ (Signature)

_____ (Print Name)

Dated: _____ BONCHON FRANCHISE LLC

_____ By:

_____ Name:

_____ Title:

MINNESOTA ADDENDUM TO AREA DEVELOPMENT AGREEMENT

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.

Notwithstanding anything to the contrary set forth in the Area Development Agreement, the following provisions will supersede and apply:

1. The following language will appear at the end of Section 18.13 of the Area Development Agreement ("Venue"):

"Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Area Developer's rights as provided for in Minnesota Statutes, Chapter 80C, or Area Developer's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."

2. No release language set forth in the Area Development Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.
3. Minnesota law provides area developers with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that Area Developer be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the area development agreement.
4. Franchisor will protect Area Developer's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify Area Developer from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

5. The second sentence of Section 11.02 of the Area Development Agreement (“Enforcement of Covenants Not To Compete”) is amended to read as follows:

“Accordingly, you consent to the seeking of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement.”

6. The third and fourth sentences of Section 13.03 of the Area Development Agreement (“Injunction”) is amended to read as follows:

“You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions.”

7. Any claims arising under Minnesota Statutes, Chapter 80C must be brought within three years after the cause of action accrues.

8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) 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.

9. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated: _____ AREA DEVELOPER: _____

If an entity: _____

(Name of Entity)

By: _____

Its: _____

(Title)

(Print Name)

If one or more individuals: _____

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____ BONCHON FRANCHISE LLC

By: _____

Name: _____

Title: _____

[Signature Page – Minnesota Addendum to Franchise Agreement]

NEW YORK ADDENDUM TO AREA DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Area Development Agreement, the following provisions will supersede and apply to all area franchises offered and sold under the laws of the State of New York:

1. The second sentence of Section 11.02 of the Area Development Agreement (“Enforcement of Covenants Not To Compete”) is amended to read as follows:

“Accordingly, you consent to the seeking of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement.”

2. The third and fourth sentences of Section 13.03 of the Area Development Agreement (“Injunction”) is amended to read as follows:

“You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions.”

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) 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.

4. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated: _____ AREA DEVELOPER: _____

If an entity: _____

(Name of Entity)

By: _____

Its: _____

(Title)

(Print Name)

If one or more individuals: _____

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____ BONCHON FRANCHISE LLC

By: _____

Name: _____

Title: _____

NORTH DAKOTA ADDENDUM TO AREA DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Area Development Agreement, the following provisions will supersede and apply:

1. The laws of the State of North Dakota supersede any provisions of the Area Development Agreement or New York law if such provisions are in conflict with North Dakota law. The Area Development Agreement will be governed by North Dakota law, rather than New York law, as stated in Section 18.12 of the Area Development Agreement (“Governing Law”).
2. Any provision in the Area Development Agreement which designates jurisdiction or venue or requires the Area Developer to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from Area Development Agreements issued in the State of North Dakota. The site of any arbitration will be agreeable to all parties.
3. No release language set forth in the Area Development Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.
4. Section 16.01 of the Area Development Agreement (“Other Obligations and Rights on Termination or Expiration”) may require franchisees to consent to termination or liquidated damages. This requirement is deleted from all Area Development Agreements used in the State of North Dakota.
5. Covenants restricting competition in the State of North Dakota, such as those found in Section 11.01 of the Area Development Agreement (“Covenants Not to Compete”), may be subject to Section 9-08-06 of the North Dakota Century Code. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.
6. Section 18.13 of the Area Development Agreement (“Venue”) requires that the franchisee consent to the jurisdiction of courts in New York. This requirement is deleted from all Area Development Agreements used in the State of North Dakota.
7. Section 18.14 of the Area Development Agreement (“Punitive Damages”) requires the franchisee to consent to a waiver of exemplary and punitive damages. This requirement is deleted from all Area Development Agreements used in the State of North Dakota.
8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) 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.

9. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated: _____ AREA DEVELOPER: _____

If an entity: _____

(Name of Entity)

By: _____

Its: _____

(Title)

(Print Name)

If one or more individuals: _____

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____ BONCHON FRANCHISE LLC

By: _____

Name: _____

Title: _____

RHODE ISLAND ADDENDUM TO AREA DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Area Development Agreement, the following provisions will supersede and apply:

1. Any provision in the Area Development Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted from Area Development Agreements issued in the State of Rhode Island.
2. Section 19-28.1.-14 of the Rhode Island Franchise Investment Act, as amended by laws of 1993, 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."
3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) 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.
4. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows]

Dated: _____ AREA DEVELOPER: _____

If an entity: _____

(Name of Entity)

By: _____

Its: _____

(Title)

(Print Name)

If one or more individuals: _____

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____ BONCHON FRANCHISE LLC

By: _____

Name: _____

Title: _____

VIRGINIA ADDENDUM TO AREA DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Area Development Agreement, the following provisions will supersede and apply:

1. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) 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.
2. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated: _____ AREA DEVELOPER:

If an entity:

(Name of Entity)

By: _____

Its: _____

(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____ BONCHON FRANCHISE LLC

By: _____

Name: _____

Title: _____

[Signature Page – Virginia Addendum to Area Development Agreement]

**WASHINGTON ADDENDUM TO AREA DEVELOPMENT 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 Area Development Agreement or related agreements concerning your relationship with the Franchisor including the areas of termination and renewal of your area franchise. There may also be court decisions that supersede the Area Development Agreement or related agreements concerning your relationship with the Franchisor. Area Development 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 Area Development Agreement or related agreements purporting to bind the Area Developer to waive compliance with any provision under the Washington Franchise Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the Area Development 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 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 to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee/Area Developer.** The Area Developer may terminate the Area Development 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 permitted under the Franchise Investment Protection Act 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, in any judicial or arbitration proceeding between the franchisor and franchisee, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding. The prohibition in the preceding sentence does not apply in circumstances when franchisors incur expenses for collection efforts outside of a judicial or arbitration proceeding or when the franchisee agrees to pay expenses as part of a settlement of a dispute.
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 contained in the franchise agreement or elsewhere that conflict with these limitations are 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 acknowledgement signed or agreed to by a franchisee (or area developer) in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises and does not include a franchisor, subfranchisor, or their officers, directors, or employees. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.
19. The first sentence in Section 19.01 of the Area Development Agreement ("Submission of Agreement") does not apply in the State of Washington.
20. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows]

Dated: _____ AREA DEVELOPER:

If an entity:

(Name of Entity)

By: _____

Its: _____

(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____ BONCHON FRANCHISE LLC

By: _____

Name: _____

Title: _____

[Signature Page – Washington Addendum to Area Development Agreement]

WISCONSIN ADDENDUM TO AREA DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Area Development Agreement, the following provisions will supersede and apply:

1. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 will apply to and govern the provisions of the Area Development Agreement.
2. That Act's requirement, including the requirements that, in certain circumstances, an area developer receives ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, will supersede the requirements of Article 15 of the Area Development Agreement ("Default and Termination") to the extent they may be inconsistent with the Act's requirements.
3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) 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.
4. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows]

Dated: _____ AREA DEVELOPER: _____

If an entity: _____

(Name of Entity)

By: _____

Its: _____

(Title)

(Print Name)

If one or more individuals: _____

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____ BONCHON FRANCHISE LLC

By: _____

Name: _____

Title: _____