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EXHIBITS

Exhibit A	List of State Agencies/Agents For Service Of Process
Exhibit B	Franchise Agreement
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NAME OF FEE ¹	AMOUNT	DUE DATE	REMARKS ²
Additional Assistance Fee	\$200 to \$250 per day (subject to change), plus any Assistant's Expenses	As incurred	You must pay this if we determine that you require more Store Opening Assistance (defined in Item 11) for the first Store you develop than provided under your Franchise Agreement, or any Store Opening Assistance is provided for your second or subsequent Store (if applicable). You will also be responsible for all of our Assistant's Expenses during all Store Opening Assistance. We may also charge this fee if we agree to provide you any other additional or special guidance, assistance, or training, or in the event you are required to repeat any portion of the Initial Training Program for any reason. We may change our per diem fee subject to a maximum increase of 20% per year on a compounding basis.
Territory Fee	\$50,000 per 100,000 persons in the population	As incurred	If you sign a Territorial Rights Amendment, you will pay us a non-refundable territory fee (the "Territory Fee") when you sign the Territorial Rights Amendment. The population is determined by us based on review of reasonable data, including from third-party demographic providers. The Territory Fee will be paid in addition to any fees incurred under the Franchise Agreement that you sign and will not be credited towards any amounts owed under any Franchise Agreement.
Subsequent Franchise Fee	\$40,000 (subject to change) , or as identified on the Franchise Agreement Supplement <u>(subject to a maximum increase of 10% per subsequent franchise)</u>	As incurred	You will pay us a Subsequent Franchise Fee for any Additional Store you wish to open or are required to open under the Territorial Rights Amendment (subject to our approval). The Subsequent Franchise Fee may be payable in lump sum or in installments, as described in the Franchise Agreement Supplement. The Subsequent Franchise Fee is payable upon our acceptance of your proposed site for the Store and no later than signing the Store Rider. This fee is subject to a maximum increase of 10% per subsequent franchise offered to you.
Transfer Fee	Equal to 50% of the total franchise fee you pay under the Franchise Agreement	Before transfer is completed	Payable as a condition of transfer. However, if your transfer is of a non-controlling interest, then you must pay only our reasonable out-of-pocket costs for processing the transfer, including attorneys' fees.

NAME OF FEE ¹	AMOUNT	DUE DATE	REMARKS ²
Testing of new product/supplier	Reimburse our costs, plus a fee of \$100 to \$300 per hour- (subject to change)	As incurred	We may charge you an amount up to the reasonable cost of the inspection and the actual cost of the test, plus our then-current fee. We may change our hourly fee <u>within the disclosed range</u> , subject to a maximum increase of 20% per year on a compounding basis.
Technology Systems Fees	\$65 to \$400 per month (subject to change)	Monthly	We may charge you fees for the computer systems and other technology services, development, and support, that we, our affiliates and/or third-party designees provide during the term of the Franchise Agreement, including developing or licensing proprietary software, or providing other technology-related services or products. This amount may change periodically within the disclosed range.

Explanatory Notes

1. Except as described in this Item 6, all fees are imposed and collected by and payable to us, though we may transfer these rights to our affiliates or agents designated by us. Except as described above, these fees are not refundable and are uniform to all potential franchisees.

2. You must pay the Royalty Fees, Administration Fees, Marketing Fund Contributions, and other amounts due under the Franchise Agreement as we periodically prescribe. We may require all payments to be made through an electronic funds transfer system that allows us to debit a business account you designate for all amounts you owe us on their due dates or the next business day if the due date is a national holiday or a weekend day. You will ensure that funds are available in your designated account to cover our withdrawals. If we require payments be made by electronic funds transfer, the amounts that we debit from your account are greater than the amounts you actually owe us, we will credit the excess against the amounts we otherwise would debit from your business account on the next payment due date. We may require you to make payments through any other method at any time, and you must comply with our payment instructions.

3. “Net Sales” means all revenue that you derive, directly or indirectly, from operating Your Franchise Business, including all amounts or other consideration you receive at or away from the Premises, and whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions. Net Sales does not include any federal, state, or municipal sales, use or service taxes collected from customers and paid to the appropriate taxing authority. There will be no deductions to Net Sales for: (i) discounts or price reductions, or (ii) uncollected or uncollectible accounts. Net Sales does not include gratuities or tips. If we authorize or require participation in online group-bought deals, gift certificate and/or gift card programs, the payments you receive for those online group-bought deals, gift certificates or gift cards shall be included in Net Sales in accordance with our then current guidelines for calculating Net Sales, which may include calculating such amounts, at our option, as either (i) the purchasing value of such certificate, card or deal when it is redeemed at Your Franchise Business, or (ii) the amount of the payment you received for such certificate, card or deal at the time of its sale.

Purchase Agreements, Material Benefits and Revenue.

We may concentrate purchases with one or more suppliers to obtain lower prices, advertising support and/or services for Stores and/or any other business or franchise system operated, franchised, licensed or authorized by us or our affiliates. We may also designate a single supplier for any product, service, Operating Asset, or other material, or approve a supplier only for certain products. We and/or our affiliates may derive revenue based on your purchases (including from charging you for products and services we or our affiliates provide to you and from promotional allowances, rebates, volume discounts and other payments, services or consideration we receive from suppliers that we designate or approve for some or all of our franchise owners). We and/or any of our affiliates may use such revenue or profit without restriction. Currently, we have not negotiated any arrangements with any suppliers or vendors to receive any benefit or consideration based on franchisee purchases, and [in our prior fiscal year ended December 31, 2025](#), neither we nor our affiliates derived revenue or other material consideration from suppliers on the basis of required purchases or leases by franchisees ~~in our last fiscal year~~. We do not provide material benefits to franchisees for purchasing particular products or services or using designated or approved suppliers. We also may establish purchasing programs with certain suppliers for supplies, equipment, and other materials. As of the issuance date of this Disclosure Document, there are no purchasing or distribution cooperatives for Stores.

As of the issuance date of this Disclosure Document, none of our officers own any interest in any of the approved suppliers.

Item 9 **FRANCHISEE'S OBLIGATIONS**

This table lists our principal obligations under the Franchise Agreement. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

OBLIGATION	SECTION(S) IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
(a) Site selection and acquisition/lease	Sections 2A and 2B	Item 11
(b) Site development and other pre-opening requirements	Section 2	Items 7, 8, and 11
(c) Initial and ongoing training	Sections 4A, 4B and 4C	Items 6, 7, and 11
(d) Opening	Section 2I	Item 11
(e) Fees	Sections 3, 4A-C, 8E, 9, 12C, and 13A	Items 5, 6, 7, 8 and 11
(f) Compliance with standards and policies/Operations Manual	Sections 4D and 8	Items 8 and 11
(g) Trademarks and proprietary information	Sections 5 and 6	Items 13 and 14

We will not be required to send any of our representatives on-site if it is unsafe, prohibited by applicable law, or impractical due to travel restrictions and/or similar limitations.

Training Staff.

Currently, our assistance and training is led by Eva Hung, who has 10 years' experience in the materials taught and has served as our training manager for 3 years. Ms. Hung will also select certain members of our system, which may be staff member(s) or our other designees in your region, who will help provide you grand opening and start-up support and we may periodically change the identity and composition of the staff member(s) we provide. You will pay the Assistant's Expenses we incur in sending our assistance staff member(s) to Your Store(s), including, food, lodging, transportation, mobile communication fees, and a reasonable monthly allowance. However, we will pay for the costs associated with any international flights and the monthly salary of our assistance staff member(s) during the period we send him/her to Your Store(s).

Item 12 **TERRITORY**

Protected Territory.

You will not receive an exclusive territory under the Franchise Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, provided you are in compliance with the Franchise Agreement, we will designate a certain geographic area (your "Protected Territory"), in which we will not operate or grant a franchise for the operation of another Store with the same primary brand ("CoCo" or "Doka," as applicable) as Your Store within the Protected Territory identified in your Franchise Agreement in connection with approving the location of Your Store(s). Your Protected Territory will be located within the Development Territory (defined below). We will determine the geographical area of each Protected Territory in connection with our approval of the Premises, which will be identified in the Store Rider. Typically, the Protected Territory encompasses a diameter of 0.5 miles. However, the Protected Territory may be smaller in metropolitan and densely populated areas.

You will not receive a Protected Territory if you open a Store in any non-traditional sites, such as military bases, hotels, college campuses, airports, train stations, travel plazas, toll roads, hospitals, casinos, sports or entertainment venues or stadiums, shopping centers, and any other location which is situated within or part of a larger venue or facility (a "Non-Traditional Site"). The Protected Territory applicable to each of Your Store(s) will be specified on the Store Rider for that Store at the time it is signed. We and our affiliates or our franchise owners retain the right to advertise or solicit members within the Protected Territory. We may modify or remove your Protected Territory or terminate your franchise if you are in default of the Franchise Agreement or any other agreement with us and our affiliates.

Except for your rights in the Protected Territory as described above, we and our affiliates retain all rights with respect to the location of Stores and other businesses using the Marks, the sale of similar or dissimilar products and services, and any other activities, [without restriction and without compensation to you](#) including:

- (1) the right to establish and operate, and allow others to establish and operate, other Stores and other businesses using the Marks or the Franchise System, at any location outside of the Protected Territory, and on terms and conditions we approve;
- (2) the right to establish and operate, and allow others to establish and operate, additional concepts or businesses (including Stores operating at Non-Traditional Sites) providing products or services the same or similar to those provided at Stores in any location, including within the Protected Territory, and under any trade names, trademarks, service marks and commercial symbols other than the primary Marks used at Your Store(s);
- (3) the right to establish, and allow others to establish, other distribution channels (including the Internet, catalog sales, telemarketing, direct marketing, e-commerce, product lines in other businesses, or retail stores), wherever located or operating, including within your Protected Territory, regardless of the nature or location of the customers, with whom such other distribution channels do business, that operate under the Marks or any other trade names, trademarks, service marks or commercial symbols that are the same as or different from Stores, and that sell products and/or services that are identical or similar to, and/or competitive with, those that Stores customarily sell under any terms and conditions we approve;
- (4) offer and sell (and grant others to offer and sell) goods and services to customers located anywhere, including within the Protected Territory;
- (5) the right to acquire, or be acquired by (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of the transaction) a business providing products and services similar or the same to those provided at Stores, even if such business operates, franchises and/or licenses Competitive Businesses (as defined in Item 17) located anywhere, including within the Protected Territory; and
- (6) engage in all other activities not expressly prohibited by the Franchise Agreement.

Development Territory and Schedule.

If you have acquired a Franchise Business for multiple Stores, you must develop and open Your Store(s) within the Development Territory in accordance with the Development Schedule. All Stores in a given Development Schedule will be for the same brand (“CoCo” or “Doka,” as applicable). If you fail to open any Store by the deadline specified in the Development Schedule you will lose the right to open new Stores under your Franchise Agreement and we may reduce the size of the Development Territory.

Unless you and we have signed a Territorial Rights Amendment (defined below) and paid us the associated Territory Fee, you will not receive an exclusive territory under the Development Territory-identified in. You may face competition from other Franchisees Agreement does not provide you any, from outlets that we own, or from other channels of distribution or competitive brands that we control. The Development ~~territorially protection. It~~ only identifies the area in which you must open Your Store(s). We and our affiliates retain all rights with respect to the placement of Stores and other businesses using the Marks, the sale of similar or dissimilar products and services, and any other activities in the Development Territory, other than as described above in the Protected Territory or Exclusive Development Territory (defined below).

Territorial Rights Amendment.

~~Although the Development Territory affords you no territorial protection to develop Your Store(s), in certain circumstances we may agree to not operate, or grant third parties the right to operate, Stores in the Development Territory if you meet your Minimum Development Obligations (an “We may grant to existing franchisees the exclusive right to develop and operate Stores in an Exclusive Development Territory”).~~ If we grant you an Exclusive Development Territory, you must sign our Territorial Rights Amendment attached as Exhibit B-2 (“Territorial Rights Amendment”) and pay us the Territory Fee identified therein, which amount will be based on the population of the Exclusive Development Territory you are provided, and you must meet the Minimum Development Obligations set forth in the Territorial Rights Amendment. Factors in determining the Exclusive Development Territory include the population of the area, the demographics of the area and the market conditions of the area.

~~You will not receive an exclusive territory under the Territorial Rights Amendment. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, so~~ As long as you are in compliance with the Franchise Agreement and the Territorial Rights Amendment, we may not (i) grant franchises for Stores to others in the Exclusive Development Territory, or (ii) own or operate Stores in the Exclusive Development Territory. We are not precluded from doing anything whatsoever outside the Exclusive Development Territory and we are not precluded from doing any other things within the Exclusive Development Territory even though they might be competitive with the rights granted to you under the Exclusive Territory Amendment or Your Franchise Business. For example, we and our affiliates may do any of the following, without restriction and without compensation to you:

- (1) establish, operate and allow others to establish and operate Stores using the Marks and Franchise System, at any location outside the Exclusive Development Territory on such terms and conditions we deem appropriate;
- (2) establish, operate, and allow others to establish and operate, other facilities or businesses that may offer or provide products or services which are identical or similar to products and services offered or provided at Stores in any location, including within the Exclusive Development Territory, and under trade names, trademarks, service marks and commercial symbols which are different from the primary Marks used at Your Store(s);
- (3) establish, operate and allow others to establish and operate, other businesses and distribution channels (including, the Internet, catalog sales, telemarketing, direct marketing, e-commerce, product lines in other businesses, or retail stores) wherever located or operating, including within the Exclusive Development Territory, regardless of the nature or location of the customers, with whom such other businesses and distribution channels do business, that operate under the Marks or any other trade names, trademarks, service marks or commercial symbols that are the same as or different from Stores, and that sell products and/or services that are identical or similar to, and/or competitive with, those that Stores customarily sell under any terms and conditions we approve;
- (4) offer and sell (and grant others to offer and sell) goods and services to customers located anywhere, including within the Exclusive Development Territory;
- (5) establish, operate and allow others to establish and operate Stores at Non-Traditional Sites in the Exclusive Development Territory;

FOR YEARS 2023 TO 2025

Store Type	Year	Stores at the Start of the Year	Stores at the End of the Year	Net Change
Franchised	2023	7	11	+4
	2024	11	14	+3
	2025	14	16	+2
Company-Owned	2023	25	25	0
	2024	25	21	-4
	2025	21	20	-1
Total	2023	3132	3536	+4
	2024	3536	3435	-1
	2025	35	36	+1

**TABLE NO. 2
TRANSFERS OF STORES FROM FRANCHISEES TO
NEW OWNERS (OTHER THAN FRANCHISOR OR AN AFFILIATE)
FOR YEARS 2023 TO 2025**

State	Year	Number of Transfers	TABLE NO. 3 STATUS OF FRANCHISEES
Florida	2023	1	
	2024	0	
	2025	0	
Massachusetts	2023	1	
	2024	0	
	2025	0	
New York	2023	0	
	2024	1	
	2025	0	
Total	2023	2	
	2024	1	
	2025	0	

State	Year	Stores at Start of Year	Stores Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Stores at End of Year
California	2023	1	1*	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Colorado	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	1	0	0	0	0
Florida	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2

Notwithstanding anything to the contrary, all fees that are described herein as being owed prior to the opening of Your Store will not be due and payable until the day on which Your Store opens for business in accordance with the Franchise Agreement, which is when we will have completed all of our pre-opening obligations.

3. The following is added to the end of Items 5 and 7, and to the “Remarks” column of the Item 6 line item entitled “Security Deposit Replenishment:”

Minnesota Rule 2860.4400(K) prohibits a franchisor from requiring a security deposit except for the purpose of securing against damage to property, equipment, inventory, or leaseholds.

4. The following is added to the “Remarks” column of the Item 6 line item entitled “Insufficient Funds:”

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

5. ~~3.~~ The following is added to the end of Item 13:

The State of Minnesota considers it unfair to not protect a franchisee’s right to use the trademarks. Minnesota Statute 80C.12 Subd. 1(G). To the extent required by applicable law, we will protect your right to use the Marks or indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding your lawful use of the Marks in accordance with the Franchise Agreement.

6. ~~4.~~ The following is added at the end of the chart in Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes, Section 80C.14, Subd. 3, 4, and 5, which require (except in certain specified cases) that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Franchise Agreement. Consent to transfer of the franchise will not be unreasonably withheld.

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) might prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Any limitations of claims must comply with Minnesota Statute 80C.17 Subd. 5.

The franchisor may seek, but a franchisee cannot consent to, the franchisor obtaining injunctive relief. See Minnesota Rule 2860.4400(J). A court will determine if a bond is required.

Any release required as a condition of transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400(D).

7. ~~5.~~ At least 7 days before you sign your Franchise Agreement, you will receive the terms of the current public offering statement together with a copy of all proposed agreements relating to the sale of the franchise as required by Minnesota law, 80C.06, subd. 5.

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 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, the following applies 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 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, antitrust, or securities law; fraud; embezzlement; fraudulent

However, subject to your arbitration obligation, and to the extent required by North Dakota Franchise Investment Law, you may bring an action in North Dakota. Bringing an action under the North Dakota Franchise Investment Law is not a waiver of any of your other rights under North Dakota law.

RHODE ISLAND

1. The following language is added to the end of Item 17(v) and 17(w):

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act. To the extent required by applicable law Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.”

SOUTH DAKOTA

1. The following is added to the end of Item 5 and Item 7:

The South Dakota Department of Labor & Regulation’s Division of Securities requires us to defer payment of the Initial Franchise Fee and other initial payments you owe us for each Store, until such Store is operational.

VIRGINIA

1. 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.

2. ~~1-~~The following is added to the end of Item 5 and Item 7:

Pursuant to an order of the Virginia State Corporation Commission’s Division of Securities and Retail Franchising, we will defer collection of the Initial Franchise Fee and other initial payments you owe us for each Store, until we have completed all of our pre-opening obligations to you under the Franchise Agreement and you have begun operating such Store.

3. ~~2-~~The following language is added to the end of Item 17(h):

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do 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.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

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

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 ~~may~~ beare 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. Non-Competition 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. Non-Solicitation 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 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.

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

**RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA**

THIS RIDER is made and entered into by and between **INFINILUSH COMPANY LIMITED**, a California corporation, with its principal business address at 652 Market Street, San Francisco, California 94104 (“**we**”), and _____ a(n) _____ whose principal business address is _____ (“**you**”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Store(s) that you will operate under the Franchise Agreement will be operated wholly or partly in the State of Minnesota; and/or (b) you either a resident of, domiciled in, or actually present in the State of Minnesota.

2. **ACKNOWLEDGMENT.** 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.

3. **FEE DEFERRAL.** Section 3A of the Franchise Agreement is amended by adding the following:

Notwithstanding anything to the contrary, all fees that are described herein as being owed prior to the opening of Your Store will not be due and payable until the day on which Your Store opens for business in accordance with the Franchise Agreement, which is when we will have completed all of our pre-opening obligations.

4. **SECURITY DEPOSIT.** The following language is added to the end of the first paragraph of Section 3C of the Franchise Agreement:

Minnesota Rule 2860.4400(K) prohibits a franchisor from requiring a security deposit except for the purpose of securing against damage to property, equipment, inventory, or leaseholds.

5. ~~4-~~**INTEREST ON LATE PAYMENTS.** The following language is added to the end of the first paragraph of Section 3E of the Franchise Agreement:

Notwithstanding the foregoing, you and we acknowledge that under Minnesota Statute 604.113 your penalty for an insufficient funds check will be limited to \$30 per occurrence.

6. **INSUFFICIENT FUNDS.** The following language is added to the end of the first paragraph of Section 3I of the Franchise Agreement:

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

7. ~~5.~~ **INJUNCTIVE RELIEF.** The following language is added to the end of Section 5A and Section 17E:

We may seek, but you cannot consent to, us obtaining injunctive relief. See Minnesota Rule 2860.4400(J). A court will determine if a bond is required.

8. ~~6.~~ **USE OF MARKS.** The following is added to the end of Section 5B of the Franchise Agreement:

The State of Minnesota considers it unfair to not protect a franchisee's right to use the trademarks. Minnesota Statute 80C.12. Subd. 1(G). To the extent required by applicable law, we will protect your right to use the Marks or indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding your lawful use of the Marks in accordance with this Agreement.

9. ~~7.~~ **RELEASES.** The following is added to the end of Sections 12C(9), 12D, 13A(6), and 15D of the Franchise Agreement:

Any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by ~~the Minnesota Franchise Law~~ Rules 2860.4400(D).

10. ~~8.~~ **RENEWAL AND TERMINATION.** The following is added to the end of Sections 13A and ~~14B~~ of the Franchise Agreement:

However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement. Consent to transfer of the franchise will not be unreasonably withheld.

11. ~~9.~~ **CONSENT TO JURISDICTION.** The following statement is added at the end of Section ~~17G~~ of the Franchise Agreement:

Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400(J) prohibit us, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your rights to any procedure, forum or remedies that the laws of the jurisdiction provide.

12. ~~10.~~ **LIMITATIONS OF CLAIMS AND CLASS ACTION BAR.** The following language is added to the end of Section 17J of the Franchise Agreement:

; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 Subd. 5, more than 3 years after the cause of action accrues.

13. ~~11.~~ **MINNESOTA LAW**. Notwithstanding anything to the contrary contained in the Franchise Agreement, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400(J) prohibit us from requiring you to waive your rights to a jury trial or to waive your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties or judgment notes.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

INFINILUSH COMPANY LIMITED

FRANCHISE OWNER:

By: _____
Name: _____
Title: _____
Date: _____

[Name]
By: _____
Name: _____
Title: _____
Date: _____

**RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN SOUTH DAKOTA**

THIS RIDER is made and entered into by and between INFINILUSH COMPANY LIMITED, a California corporation, with its principal business address at 652 Market Street, San Francisco, California 94104 (“we”), and _____ a(n) _____ whose principal business address is _____ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) an offer to sell is made or accepted in the State of South Dakota, or (b) an offer to buy is accepted in the State of South Dakota, and/or (c) you are domiciled in the State of South Dakota and the Store(s) that you develop under your Franchise Agreement is or will be operated in the State of South Dakota.

2. **FEE DEFERRAL.** The following language is added to the end of Section 3A of the Franchise Agreement:

The South Dakota Department of Labor & Regulation’s Division of Securities requires us to defer payment of the Initial Franchise Fee and other initial payments you owe us for each Store, until such Store is operational.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

INFINILUSH COMPANY LIMITED

FRANCHISE OWNER:

By: _____
Name: _____
Title: _____
Date: _____

[Name]
By: _____
Name: _____
Title: _____
Date: _____

**RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN VIRGINIA**

THIS RIDER is made and entered into by and between **INFINILUSH COMPANY LIMITED**, a California corporation, with its principal business address at 652 Market Street, San Francisco, California 94104 (“**we**”), and _____ a(n) _____ whose principal business address is _____ (“**you**”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) an offer to sell is made or accepted in the State of Virginia, and/or (b) an offer to buy is accepted in the State of Virginia, and/or (c) you are a resident of the State of Virginia and the Store(s) that you develop under your Franchise Agreement is or will be operated in the State of Virginia.

2. **ACKNOWLEDGMENT.** 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.

3. **FEE DEFERRAL.** The following language is added to the end of Section 3A of the Franchise Agreement:

Pursuant to an order of the Virginia State Corporation Commission’s Division of Securities and Retail Franchising, we will defer collection of the Initial Franchise Fee and other initial payments you owe us for each Store, until we have completed all of our pre-opening obligations to you under the Franchise Agreement and you have begun operating such Store.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

INFINILUSH COMPANY LIMITED

FRANCHISE OWNER:

By: _____
Name: _____
Title: _____
Date: _____

[Name]
By: _____
Name: _____
Title: _____
Date: _____

RIDER WASHINGTON ADDENDUM TO THE
FRANCHISE AGREEMENT
FOR USE IN WASHINGTON
AND ALL RELATED AGREEMENTS

THIS **RIDER ADDENDUM** is made and entered into by and between **INFINILUSH COMPANY LIMITED**, a California corporation, with its principal business address at 652 Market Street, San Francisco, California 94104 (“we”), and _____
a(n) _____ whose principal business address is _____
_____ (“you”).

We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this **Rider Addendum**. This **Rider Addendum** is annexed to and forms part of the Franchise Agreement. This **Rider Addendum** is being signed because (a) the offer is directed into the State of Washington and is received where it is directed; or (b) you are a resident of the State of Washington; or (c) the Store(s) that you develop under your Franchise Agreement is or will be located or operated, wholly or partly, in 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 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 ~~may~~ be 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. **Non-Competition 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. **Non-Solicitation 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.

IN WITNESS WHEREOF, the parties have executed and delivered this [Rider Addendum](#) on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

INFINILUSH COMPANY LIMITED

FRANCHISE OWNER:

By: _____
Name: _____
Title: _____
Date: _____

[Name]
By: _____
Name: _____
Title: _____
Date: _____

LIST OF OPEN STORES
(as of December 31, 2025)

	Franchisee Name	Address	City	State	Telephone Number
1.	TCJP LLC	735 South Figueroa St.	Los Angeles	CA	213-372-5532
2.	CHEN 868 CORP.* ^	954 E. Alostia Ave.	Azusa	CA	626-804-3841
3.	COCO FLORIDA LLC ^	6858 Stirling Rd.	Davie	FL	954-310-8990
4.	L and C Food & Beverage LLC	1951 N. Federal Hwy	Boca Raton	FL	561-884-5125
5.	CoCo Backbay LLC ^	150 Huntington Ave	Boston	MA	774-253-9368
6.	CoCo Boston LLC ^	1764 Massachusetts Ave.	Lexington	MA	774-253-9368
7.	CoCo Boston LLC ^	475 Hancock St.	Quincy	MA	774-253-9368
8.	COCO Tea FM Inc. ^	182-04 Horace Harding Expy	New York	NY	774-253-9368
9.	Newtopia LLC **	2815 Guadalupe St., Suite A	Austin	TX	512-215-9909
10.	CoCo Texas LLC	9144 Prestmont Pl #230	Frisco	TX	945-213-8759
11.	Coco Fresh Tea Utah, Inc. ^	62 Cougar Blvd #103	Provo	UT	385-202-9021
12.	Coco Fresh Tea Utah, Inc. ^	11428 S Pkwy Plaza Dr.	South Jordan	UT	385-202-9021
13.	TOREY ENTERPRISES, LLC ^	11028 NE 8 th St.	Bellevue	WA	510-759-8881
14.	TOREY ENTERPRISES, LLC ^	728 Southcenter Mall	Tukwila	WA	510-759-8881
15.	TOREY ENTERPRISES, LLC ^	4700 Brooklyn Ave NE	Seattle	WA	510-759-8881
16.	CHEN 868 CORP.* ^	5300 S. 76 th St.	Greendale	WI	414-235-3692

* this is a dual-branded Store.

** this is a Doka-branded Store.

[^ this franchisee has multiple locations](#)

LIST OF AGREEMENTS SIGNED BUT NOT OPEN
(as of December 31, 2025)

Franchisees may purchase a 3-Store franchise in one franchise agreement. This table reflects the number of Stores undeveloped under all franchise agreements.

	Franchisee Name	Undeveloped Store(s)	City	State	Telephone Number
1.	COCO FLORIDA LLC <u>^</u>	1	Miami	FL	954-310-8990
2.	TBU Wongs LLC	1	St. Louis	MO	217-220-7800
3.	S & A Bubble Tea Inc.	1	New Rochelle	NY	347-702-0198
4.	T&T Beverage LLC	3	Houston	TX	281-505-8296
5.	CoCo Dallas LLC	2	Dallas	TX	972-292-9333
6.	Coco Fresh Tea Utah, Inc. <u>^</u>	1	Draper	UT	385-202-9021
	TOTAL	9			

[^ this franchisee has multiple locations](#)