

Region/Country	Franchise System	Franchisor
	Ramada Ramada Encore Registry Collection Super 8 Trademark Collection TRYP Wyndham Wyndham Alltra Wyndham Garden Wyndham Grand	
Argentina, Paraguay, Peru, Uruguay	Dazzler Esplendor	Wyndham Hotel Management de Argentina SRL (“WHMDA”)

As of December 31, 2024, our affiliates provided hotel management services to 58 hotels associated with the Days Inn, Dazzler, Dolce, Esplendor, Ramada, TRYP, Wingate, Wyndham Grand, Wyndham, or Wyndham Garden brands around the globe, other than in the United States.

Region/Country	Managed System [†]	Management Company
Canada	Dolce	Special purpose entities wholly owned by DIH
France	Dolce	Dolce International SARL
United Kingdom	Ramada Encore	WHG UK or WHG Ireland
Bahrain, Egypt, Ethiopia, Jordan, Oman, Saudi Arabia, Qatar	Howard Johnson Ramada Ramada Encore Wyndham Wyndham Garden Wyndham Grand	WHG UK
Mainland China	Baymont Days Inn Dolce Hawthorn La Quinta Microtel Ramada Ramada Encore Registry Collection Trademark Collection TRYP Wingate	Wyndham Hotel Management (Beijing) Co., Ltd.

[†]-As of December 31, 2024, our affiliates provided hotel management services to 58 hotels associated with the Days Inn, Dazzler, Dolce, Esplendor, Ramada, TRYP, Wingate, Wyndham Grand, Wyndham, or Wyndham Garden brands around the globe, other than in the United States.

Region/Country	Managed System ⁺	Management Company
Brazil	Wyndham Wyndham Grand	Wyndham Hotel Management do Brasil, Ltda. (“WHMDB”)
Argentina, Paraguay, Uruguay	Dazzler Esplendor Ramada TRYP	WHMDA

The following table outlines the principal place of business for the affiliates listed above.

Affiliate	Principal Place of Business
WHG Canada, WHRE, HJI, SWI, WHGC, RII, WHG Hotel Management, Inc.	22 Sylvan Way, Parsippany, NJ 07054
WHAP, WHRAP, WHRPAC	88 Market Street, CapitaSpring #47-05, Singapore 048948 (Registered office: 26th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong)
Wyndham Hotel Management (Beijing) Co., Ltd.	Room 906C East Ocean Centre, No. 24A Jianguomenwai Street, Chaoyang District, Beijing, China 100022
WHG Europe, WHG UK, WHG UK East, and WHG Ireland	4th Floor, 3 Shortlands, Hammersmith, London W6 8DA England
Dolce International SARL	29 Rue de Pont 92200 Neuilly-sur-Seine, France
WH Hong Kong	26th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong
WHMDB	Av. Angélica, 2.220 - Consolação, São Paulo - SP, 01228-200, Brazil
WHMDM	Blvd. Manuel Avila Camacho 201 piso 3 Polanco, Miguel Hidalgo CDMX, Mexico 11510
WHMDA	Maipu 1300, Piso 18, CABA, Buenos Aires, C1006ACT, Argentina

The Franchisor’s Business and the Franchises Offered. We offer, sell, and support franchises for Dazzler[®] Select (sometimes known as Dazzler[®] Select by Wyndham) “Chain” guest lodging facilities. We do not own, operate or manage any Chain guest lodging facility. We are not engaged in any other business.

Dazzler Select franchises are available only for existing hotels converting to the Dazzler Select chain (also referred to as a “conversion”). Under the “Franchise Agreement” (found as Exhibit C-1 to this Disclosure Document), we offer you, if you qualify, a license to operate a Chain guest lodging facility (a “Chain Facility” or “Facility”) at a single, defined location, and the right to use certain trade names, service marks, and other commercial symbols (as further described in Item 13 of this Disclosure Document, the “Marks”).

Dazzler Select is a curated economy lifestyle soft brand that offers affordable stays for travelers seeking attractive accommodations with a unique design and an independent or historic presence in a local market. A Chain Facility will retain its existing name or adopt its own name from opening, followed by the words,

“Dazzler Select by Wyndham” for marketing purposes.² You must (i) own or otherwise have the right to use your facility’s name, logo, and other related intellectual property (the “Property IP”), and (ii) license us to use the Property IP in connection with marketing the Facility. You also will be required to indemnify us against any third-party claims related to the Property IP.

The Hospitality Industry. The hospitality industry is highly competitive. Chain Facilities compete with all types of facilities that offer transient guest lodging to the public. The primary competition on a nationwide basis is from lodging establishments affiliated with other major lodging chains. Your Facility also may compete with franchises of the Lodging Affiliates. Your ability to compete in your market will depend in large part upon your geographic area, specific site location, the Facility’s condition, general economic conditions and the capabilities of your management and service team. Depending upon the location of your Facility, your sales may be seasonal.

Industry Specific Laws. ~~You must~~In addition to the federal, state, and local laws and regulations that apply to businesses generally, you must also comply with a number of federal, state, and local laws and regulations that apply ~~to businesses generally and specifically~~ to the construction and operation of hotels. These include environmental laws and those relating to zoning and construction, permits and licensing; public accommodations and accessibility by persons with disabilities; labor; occupational safety; fire safety; health and food storage, preparation and service; privacy and data security; ~~and~~ laws regulating the posting of hotel room rates and the registration and identification of guests. ~~In addition to these laws, laws of general application may have special relevance to hotels. Your; and liquor licensing, if applicable. Also, the hotel~~ business ~~is~~may be subject to state and federal regulations that allow the government to restrict travel and/or require businesses to close during state or national emergencies. ~~Because your business is operated as a destination to which your customers must travel, your business can be affected by such orders more than others.~~ Consult your attorney for more information on these and other laws.

~~In addition to these laws, laws of general application may have special interest to hotels. For example, Dram Shop laws may create liability for serving alcoholic beverages to intoxicated persons. Consult your attorney for more information on these laws.~~

Business Experience of Franchisor, the Lodging Affiliates, and their Predecessors. We have been offering franchises for Chain Facilities since August 2025. We do not own or operate any Chain Facilities. We are not engaged in any activities other than franchising Dazzler Select Chain Facilities and offering related products and services as described in this Disclosure Document. The Lodging Affiliates have been offering licenses or franchises for lodging facilities in the United States (including the continental United States, Alaska, Hawaii, and Puerto Rico) since the following dates:

Affiliate	Began Franchising	Predecessor Began Franchising	Number of Franchised Facilities in U.S. as of December 31, 2024
AMI	1994	-	226
BFS	2006	2004	547
DIH	2022	-	2
DIW	1992	1972	1,235
HSF	1996	1986	71
HJI	1990	1954	139
LQF	2003	1968	884

²~~You must (i) own or otherwise have the right to use your facility’s name, logo, and other related intellectual property (the “Property IP”), and (ii) license us to use the Property IP in connection with marketing the Facility. You also will be required to indemnify us against any third-party claims related to the Property IP.~~

Affiliate	Began Franchising	Predecessor Began Franchising	Number of Franchised Facilities in U.S. as of December 31, 2024
MISF	1995	1988	285
RWI	1989	1954	264
SWI	1975	-	1,375
THI	1996	1966	328
TMH	2017	-	89
TRC	2017	-	1
TRYP	2011	2000	8
WDF	2018	2005	141
WES	2022	-	5
WII	1998	1995	189
WWX	2024	2014	11

We have not engaged in or offered franchises for business other than transient guest lodging facilities and related restaurants. The Lodging Affiliates have never offered franchises in businesses other than guest lodging facilities and related restaurants.

ITEM 2. BUSINESS EXPERIENCE

President and Chief Executive Officer: Geoff Ballotti

Mr. Ballotti has served as President and Chief Executive Officer of WHR since October 2017, and of Wyndham Hotel Group since March 2014. He has held the same positions with us since June 2025, WWX since December 2016, WES since November 2021, and the other Lodging Affiliates since November 2019.

Manager, Executive Vice President, General Counsel and Secretary: Paul F. Cash

Mr. Cash has served as Manager, Executive Vice President, General Counsel and Secretary of WWX and Wyndham Hotel Group since October 2017. He has held the same positions with us since June 2025, WES since November 2021, and the other Lodging Affiliates since May 2018. He has also served as General Counsel, Secretary, and Chief Compliance Officer for WHR since November 2017, May 2018, and August 2019, respectively.

Manager, Senior Vice President and Chief Accounting Officer: Nicola Rossi

Mr. Rossi has served as Manager, Senior Vice President, and Chief Accounting Officer for us since June 2025 and for WHR since October 2017. For Wyndham Hotel Group, he has served as Senior Vice President since August 2006, and Chief Accounting Officer since February 2019. For WWX, Mr. Rossi has served as Manager and Senior Vice President since December 2016; as Chief Accounting Officer since February 2019. He has held the same positions with WES since November 2021 and the other Lodging Affiliates since February 2019.

~~Executive Vice President and Interim~~ Chief Financial Officer: ~~Michele Allen~~ Kurt Albert

~~Ms. Allen~~ Mr. Albert has served as ~~Executive Vice President and Interim~~ Chief Financial Officer ~~for~~ WHR ~~and~~, Wyndham Hotel Group ~~since December 2019~~. ~~She has held the same positions with us since June 2025, WES since November 2021, and the other Lodging Affiliates since February and December 2019. In previous roles with WHR or its affiliates, Ms. Allen~~ November 2025. Previously, he served as ~~Executive Vice President, Treasurer and Head of Financial Partnerships and Planning & for WHR and the other Lodging Affiliates since May 2024. He held the same position with DZE Franchisor, LLC since June 2025. In previous roles with WHR and its affiliates, Mr. Albert served as Senior Vice President & Treasurer~~

~~from February 2023 to May 2024 and as Senior Vice President, Financial Planning and Analysis and Treasurer of WHR, Wyndham Hotel Group and us from January 2019 through November 2019~~from June 2020 to February 2023.

Executive Vice President, North America Franchise Operations: Shilpan Patel

Mr. Patel has served as Executive Vice President, North America Franchise Operations of WHR since September 2023, and of Wyndham Hotel Group since October 2022. He has held the same position with us since June 2025 and the Lodging Affiliates since October 2022. In previous roles with Wyndham Hotel Group or its affiliates Mr. Patel served as Senior Vice President, Franchise Services from May 2020 until October 2022, and Vice President, Retention and Relicensing from January 2016 until May 2020.

Chief Commercial Officer: Scott Strickland

Mr. Strickland has served as Chief Commercial Officer of WHR and Wyndham Hotel Group since May 2024. In this role, Mr. Strickland oversees the marketing, advertising, loyalty initiatives, and revenue generation for us and the Lodging Affiliates; he also oversees information technology strategy and systems for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Strickland served as Chief Information and Distribution Officer of WHR and Wyndham Hotel Group from November 2023 until April 2024, Chief Information Officer of WHR from May 2018 until November 2023 and of Wyndham Hotel Group from March 2017 until November 2023.

Senior Vice President, Global Sales: Angie Gadwood

Ms. Gadwood has served as Senior Vice President, Global Sales of Wyndham Hotel Group since December 2023. In this role, Ms. Gadwood oversees global, regional and local field sales efforts for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Gadwood served as Group Vice President, Global Sales from April 2023 until December 2023, and Vice President, Field Sales from June 2018 until October 2019. From October 2019 until April 2023, Ms. Gadwood served as Vice President of Sales at G6 Hospitality in Carrollton, TX.

Group Vice President, Guest Engagement, Loyalty and Strategic Partnerships: Michael Shiwdin

Mr. Shiwdin has served as Group Vice President, Guest Engagement, Loyalty and Strategic Partnerships of Wyndham Hotel Group since May 2024. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Shiwdin served as Vice President, Guest Intelligence and Engagement from November 2022 until May 2024, and as Vice President, Revenue Strategy from August 2021 to November 2022. From August 2020 to August 2021, Mr. Shiwdin served as Portfolio Manager for First Key Homes, LLC in New York, NY. From March 2019 to August 2020, he served as Vice President, Finance and Operations for Drive Shack, LLC in New York, NY.

Vice President, Media & Brand Marketing: Marissa Yoss

Ms. Yoss has served as Vice President, Media & Brand Marketing for Wyndham Hotel Group since September 2023. In this role, Ms. Yoss oversees brand marketing and media for us and the Lodging Affiliates. Before then, Ms. Yoss served as Segment Lead for EssenceMediacom Holdings Limited from July 2022 until September 2023, and Senior Vice President, Client Business Lead for Universal McCann from January 2017 until July 2022 (both based in New York, NY).

Senior Vice President, Global Contact Centers and Franchise System Support: Janesh Patel

Mr. Patel has served as Senior Vice President, Global Contact Centers and Franchise System Support for Wyndham Hotel Group since February 2023. In this role, Mr. Patel oversees the Global Contact Centers and leads the Franchise System Support teams for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Patel held the positions of Group Vice President, Global Contact Center from January 2021 until February 2023, and Vice President, Hotel Technology Client Support from March 2013 until January 2021.

Senior Vice President, Revenue Management & Distribution: Vikram Pradhan

Mr. Pradhan has served as Senior Vice President, Revenue Management & Distribution for Wyndham Hotel Group since February 2023. In this role, Mr. Pradhan leads the Revenue Management teams and oversees distribution for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Pradhan held the position of Group Vice President, Global Revenue Management from April 2020 until February 2023. Prior to that, Mr. Pradhan served as Vice President, Revenue Management for New York, NY-based Convene LLC from November 2017 until April 2020.

Brand Leader and Vice President, Brand Operations: Leonardo Danese

Mr. Danese has served as our Brand Leader since July 2025. He also serves as Brand Leader for the Trademark Collection brand since April 2020; the Registry Collection brand since September 2020; the TRYP brand since March 2021; and the Dolce brand since June 2025. Mr. Danese also serves as Vice President, Brand Operations, for the Dolce, Trademark Collection, Registry Collection, and TRYP Brands since March 2025. Before then, Mr. Danese served as the Director, Brand Operations, of the Trademark Collection from May 2018 until April 2020, and Director, Financial Planning & Analysis for the Wyndham Hotel Group from April 2016 until May 2018.

Vice President, Franchise Operations: Jessica Hanson

Ms. Hanson has served as Vice President, Franchise Operations for Wyndham Hotel Group since April 2024. She has held similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Hanson held the position of Senior Director, Franchise Operations from September 2020 to April 2024. Before then, she served as Regional Director, Franchise Operations from December 2018 until September 2020.

Vice President, ~~Architecture, Design & Construction: David Kellam Keith Harris~~

Mr. ~~Kellam~~Harris has served as Vice President, Architecture, Design & Construction for Wyndham Hotel Group since ~~July 2019. He has held the same position~~November 2025. In previous roles with ~~us~~Wyndham Hotel Group or its affiliates, Mr. Harris served as Director, Pipeline Management from November 2024 to October 2025 and ~~the Lodging Affiliates since June 2025.~~Director, New Construction Pipeline Development from May 2022 to October 2024. From March 2015 to April 2022 Mr. Harris was Division Manager of Great Southern Homes, Inc. in Columbia, South Carolina.

Group Vice President, Hotel Integration & Sourcing: Melissa Butler

Ms. Butler has served as Group Vice President, Hotel Integration & Sourcing of Wyndham Hotel Group since November 2023. She has held the same position with us since June 2025, with WWX since March 2024, and the other Lodging Affiliates since November 2023. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Butler served as Vice President, Hotel Integration from August 2018 until November 2023.

Vice President, Sourcing Strategy & Engagement: Rachel Dabrowa

Ms. Dabrowa has served as Vice President, Sourcing Strategy & Engagement of Wyndham Hotel Group since August 2021. She has held the same position with us since June 2025, WWX since March 2024, DIH since September 2023, WES since April 2022, and the other Lodging Affiliates since August 2021. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Dabrowa served as Senior Director, Franchise Operations & Quality from July 2018 until August 2021.

Senior Vice President, Global Sourcing, Tax & Risk Management: Gregory Geppel

Mr. Geppel has served as Senior Vice President, Global Sourcing, Tax & Risk Management for WHR since August 2024. In previous roles with WHR or its affiliates, Mr. Geppel served as Senior Vice President, Global Tax and Risk Management from April 2021 to August 2024; and Senior Vice President, Global Tax from June 2018 to April 2021.

complaint on behalf of herself and all California residents who participated in one or more telephone conversations with the toll-free reservation numbers from a cellular, cordless, or hardwired landline telephone located in California and whose calls were recorded, monitored and/or eavesdropped upon by the Wyndham Entities surreptitiously or without disclosure. The Wyndham Entities were served on August 31, 2012, and removed the case to the United States District Court, Northern District of California. On May 15, 2013, the Court entered an order whereby Plaintiff's claims were voluntarily dismissed as to defendants Wyndham International, Inc. and Wyndham Worldwide Operations, Inc., leaving Wyndham Hotels and Resorts, LLC as defendant. Plaintiff filed her motion for class certification on April 27, 2015. Defendant's opposition to the motion for class certification was filed on June 19, 2015. The parties reached a settlement before the class certification motion hearing took place, which had been scheduled for September 1, 2015, and thereafter executed a settlement agreement whereby the Wyndham Entities paid a settlement amount of \$7.35 million for eligible settlement class members, attorneys' fees and costs, and settlement administration costs. The Court granted final approval of the settlement and entered an order on the same, dismissing the lawsuit, on October 27, 2016.

Loren Stone v. Howard Johnson International, Inc. & Does 1-10 (United States District Court for the Central District of California (Los Angeles), CV. 12 1684). On February 28, 2012, a purported class action complaint was filed against Howard Johnson International, Inc. and several fictitious defendants, alleging that defendants surreptitiously recorded telephone conversations with consumers. Specifically, plaintiff asserted three causes of action, alleging defendants (i) violated California's Invasion of Privacy Act (California Penal Code Section 630 et seq.); (ii) violated the common law right to privacy; and (iii) acted negligently. Plaintiff purported to bring the complaint on behalf of himself and "all other California residents whose telephone conversations were surreptitiously recorded by defendants between July 13, 2006, and the present." Plaintiff amended his complaint to add Wyndham Hotel Group on May 10, 2013. The parties reached a settlement and executed a written settlement agreement with Wyndham Hotel Group, LLC denying any allegations of liability or wrongdoing and paying \$1,500,000.00 into an account administered by the Claims Administrator. The court approved the settlement and the case was dismissed on November 30, 2015.

FTC v. Wyndham Worldwide Corporation, et al. (United States District Court for the District of New Jersey, Case No. 13-cv-1887 (ES)(JAD)). On June 26, 2012, the U.S. Federal Trade Commission ("FTC") filed a lawsuit in Federal District Court for the District of Arizona against Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC and Wyndham Hotel Management, Inc. (the "Wyndham Entities"), alleging unfairness and deception-based violations of Section 5 of the FTC Act in connection with three prior cyberattacks involving a group of hotels operating under the Wyndham trade name. The parties settled the case by executing a Stipulated Order for Injunction, which does not hold the Wyndham Entities liable for any violations, nor require it to pay any monetary relief. The Court entered the Order and dismissed the case with prejudice on December 11, 2015.

Litigation Against Franchisees Commenced in the Past Fiscal Year

None.

Other than the above actions, no litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

No bankruptcy information needs to be disclosed in this Item.

ITEM 5. INITIAL FEES

Application and Initial Fees

All prospective franchisees must complete an application for a Dazzler Select by Wyndham franchise (a "Franchise Application") and forward it to us for our review. A copy of the Franchise Application appears

provided at no additional cost to you. The Equipment and Installation Fee is non-refundable. See the Eleven Software Products and/or Services schedule (“Eleven Schedule”) to the MITA (Exhibit C-2). We reserve the right to change the third-party provider without notice.

Design and Project Review Services

You must complete pre-opening improvements of the Facility by the date specified in the Franchise Agreement. If we choose to grant an extension of any deadline, including the Facility’s Opening Date, you must pay us a non-refundable extension fee of \$5,000. The extension fee is due within 10 days of the Facility’s Opening Date. We may negotiate with you the amount, payment terms or charging of this fee when business circumstances warrant.

You can purchase furniture, fixtures, equipment and other supplies which you may need before opening the Facility through WSSI’s “Approved Supplier” programs. However, if you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may charge you a non-refundable Custom Interior Design Review Fee, for our review of custom interior design drawings or of a model room and one site visit. You must submit to us your design drawings to ensure compliance with our interior design standards. The Custom Interior Design Review Fee is currently \$6,000, but is subject to increase in the future.

Unless otherwise noted, all fees are uniform and non-refundable.

ITEM 6. OTHER FEES

Type of Fee ¹	Amount	Due Date	Remarks <u>Remarks</u> ²
General Fees			
Brand Fee ²³	\$85.00 per guest room per month	Monthly by the 3 rd day of each month.	The Brand Fee includes a royalty and marketing fee. Payable from Opening Date until the expiration or sooner termination of your Franchise Agreement.
Taxes	Amount assessed by federal, state and local tax authorities.	When we invoice you.	Taxes based on Brand Fees and basic charges, including sales, gross receipt, value added, use or similar taxes, but not on income tax (or any optional alternative to income tax) assessed against us.
Relicense Fee (Transfers)	Currently, equal to the greater of \$35,000 or \$350 per guest room	When a transfer occurs.	If you transfer your facility, you or your transferee must pay our then current Relicense Fee.
Photos, Design and Improvements Service Fees			
Photos	Currently, \$2,970 for standard photo package.	When we invoice you.	We arrange for digital photographs to be taken of the Facility by our preferred professional photography company for use on our consumer website, third party travel websites, and various marketing media.

Type of Fee ¹	Amount	Due Date	Remarks <u>Remarks</u> ²
			Third-party channels may require additional photographs of certain room types or facility attributes. If your Facility requires additional photographs to meet third-party requirements, you must pay \$225 for each additional photo.
Rooms Addition Fee	Currently, \$350 for each guest room added to Facility.	When we approve the addition.	Fee will be the same as the then current Initial Fee per guest room when you request our approval to increase the number of guest rooms in the Facility.
Custom Interior Design Review Fee	Currently, \$6,000.	When we invoice you.	If you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may assess you a Custom Interior Design Review Fee for our review of custom interior design drawings which you must submit to us to ensure compliance with our interior design standards and one site visit.
Property Improvement Plan Preparation Fee	Currently, \$1,500 per request.	When we invoice you.	This fee is charged if we have to prepare a property improvement plan “PIP” for the Facility, post opening.
Training and Conferences			
General Manager Certification	Currently, \$2,250.	When we invoice you before training.	Your initial general manager must attend our Hospitality Management Program within 90 days of your Opening Date. ⁴⁵ (See Item 11)
General Manager Certification Additional Attendee Fee	Currently, \$1,400.	When we invoice you before training.	Additional employees of the hotel may accompany the general manager to the Hospitality Management Program, for an additional charge. (See Item 11)
On-Site Opening Training	0–50 rooms / 1 day training \$750 51–200 rooms / Up to 3 days training \$2,250	When we invoice you.	This on-site training may be required depending on the extent of your Facility’s PIP. You are responsible for cost of travel and

Type of Fee ¹	Amount	Due Date	Remarks <u>Remarks</u> ²
			branded hotels. We may offer bundled packages that include multiple postings and extended placement.
Sales, Marketing and Distribution Programs			
GDS Fees	\$1.98 per reservation.	When we invoice you.	GDS Fees are based on reservations booked through the Global Distribution Systems (“GDS”) administered by third-party vendors. Subject to modification to reflect changes in third party fees and our costs (including overhead) of providing the service, and new service offerings.
Third Party Channel Fee	\$1.98 per reservation.	When we invoice you.	Based on those reservations booked with our distribution partners and processed directly or indirectly through our distribution platform. Subject to modification as existing reservation channels are modified, partners are added to existing channels or new reservation channels are established.
Internet Booking Fees	\$1.98 per reservation.	When we invoice you.	Internet Booking Fees are based on reservations booked through an alternate distribution system. Subject to modification to reflect changes in third party fees and our cost (including overhead) of providing the service, and new service offerings.
Agency Commissions	Up to 20% of Gross Room Revenues (“GRR”). ³⁴	When we or an Agency invoice you.	Reimburses us for Agency Commissions we pay on your behalf plus related administrative costs. Includes commissions for travel agents, online travel and referral websites, travel consortia, travel management companies and global sales agents. 20% limit is generated on qualifying consumed reservations and subject to modification to reflect changes in

Type of Fee ¹	Amount	Due Date	Remarks <u>Remarks</u> ²
			predecessor, 6% of the referral commission paid to the employee. The remaining 3% and 4%, as applicable, is distributed to our Global Sales Organization to offset its administrative and overhead costs for supporting the Everyone Sells Group Referrals Program.
Global Translation Fee	Currently, \$200 per language.	When we invoice you.	Your property’s website will be translated in both English and Spanish. If you wish to have another translation, you will pay a fee for each additional language.
Signature Reservation Service Fee	Currently, 3.5% of the amount of GRR booked.	When we invoice you.	As part of our Signature Reservation Service (“SRS”), certain consumers seeking to make a reservation at your Facility or any other Wyndham-branded facility enrolled in SRS are directed automatically to our professionally trained agents to book their reservation. You are required to participate in the SRS program. (See Item 11)
Standard Revenue Management Services (“Standard RMS”) Fee	Currently, 0.75% of GRR with a minimum of \$645 per month and maximum of \$1,395 per month.	As indicated on the invoice or, if not indicated, 15 days after receipt.	<p>Generally, participation in revenue management services is optional, unless your Facility fails to meet the required RevPAR Index target for any 6-month period. The current target is a RevPAR Index ⁵⁶ of at least 75%.</p> <p>If you opt into our Revenue Management Service, your Facility will be assessed to determine the most suitable service level based on a variety of factors including market, room count, and occupancy rate.</p> <p>If your Facility achieves greater than 70% occupancy for 12 consecutive months and you participate in RMS, we may require</p>

Type of Fee ¹	Amount	Due Date	Remarks ²
			you to participate in Premium RMS.
Premium Revenue Management Services (“Premium RMS”) Fee	Currently, 1.00% of GRR with a minimum of \$1,450 per month and maximum of \$2,450 per month; except \$3,500 per month for Facilities with an annual GRR of \$3,000,000 or more.	As indicated on the invoice or, if not indicated, 15 days after receipt.	<p>Generally, participation in revenue management services is optional, unless your Facility fails to meet the required RevPAR Index target for any 6-month period. The current target is a RevPAR Index ⁵⁶ of at least 75%.</p> <p>If you opt into our Revenue Management Service, your Facility will be assessed to determine the most suitable service level based on a variety of factors including market, room count, and occupancy rate.</p> <p>If your Facility achieves greater than 70% occupancy for 12 consecutive months and you participate in RMS, we may require you to participate in Premium RMS.</p>
Premium Plus Revenue Management Services (“Premium Plus RMS”) Fee	Currently, \$5,425 per month	As indicated on the invoice or, if not indicated, 15 days after receipt.	We offer a premium plus service level option for revenue management services with daily recommendations for hotels that require specialized additional support.
Remote Sales Service	\$1,400 per month.	When we invoice you.	We offer an optional service to provide remote sales services for your Facility. Under the service, a designated representative will respond to sales leads and solicit new business for your Facility. (See Item 11).
Guest Loyalty and Satisfaction Fees			
Loyalty Fee ⁶⁷	Ranges from 4.25% to 5.50% of all amounts on which members earn points or other program currency. Currently, the	Payable after a member is awarded points at the Facility and upon receipt of our invoice.	The Loyalty Fee may be based on the results of Loyalty Program members’ recent post-stay surveys of the Facility, or such other metric applicable to all Chain Facilities we determine from time to time, in our

Type of Fee ¹	Amount	Due Date	Remarks <u>Remarks</u> ²
	Loyalty Fee for Chain Facilities is 5.00%.		sole discretion, as further described in the Front Desk Guide. Loyalty Fees fund the costs associated with operation, customer support, technology and marketing of the Wyndham Rewards guest loyalty programs.
Loyalty Member Services Administration Fee	Currently, \$50 per complaint.	Payable upon receipt of our invoice.	You must pay this fee if you do not process a member's points in a timely manner and we resolve the issue with the member.
Customer Care Program	Resolution costs.	When we invoice you.	You must pay the resolution costs if you do not resolve a guest's complaint within the required time frame we establish. Complaints may arise from a guest contacting us or if we become aware of complaints posted on third-party travel websites, distribution channels, blogs, social networks and other forums. We can modify the Customer Care Program from time to time including its operation and fees.
Wyndham Response Fee	Currently, \$0 to \$15 per response.	Monthly when we invoice you.	We will respond to certain guest surveys of the Facility, its staff, and services. Depending on the Facility's guest satisfaction score, as detailed in the System Standards, you will pay a fee (currently up to \$15) for each negative survey to which we respond.
Best Rate Guarantee Processing Fee	Currently \$195 per instance.	When we invoice you.	You must pay us the Best Rate Guarantee Processing Fee if we or a guest find a lower <u>rate</u> than you have provided to us for the same date at your Facility. We reserve the right to monitor your rates, and continued non-compliance may also result in suspension from certain marketing programs.
Property Management and Technology			

Type of Fee ¹	Amount	Due Date	Remarks <u>Remarks</u> ²
Dispute Resolution Costs	Costs, expenses, reasonable attorneys' fees.	When dispute resolution concludes.	Non-prevailing party reimburses prevailing party for litigation expenses to enforce the Franchise Agreement or collect amounts owed.
Condemnation Payments ⁷⁸	Brand Fees for one year after notice of condemnation or to the date of condemnation, whichever is longer.	30 days after Facility condemnation is completed.	You must give one year's notice of termination for condemnation. Fee payments continue until the Facility is actually taken by public authority.
Liquidated Damages	\$2,000 per guest room	Within 10 days from the date of termination.	Room count is based on rooms we authorize you to open initially, regardless of any room reductions. Liquidated Damages for terminations prior to the Opening Date are \$1,000 per guest room.
De-Identification Fee ⁸²	\$2,000 per day.	Upon demand.	If, following termination of your franchise, you fail to comply with the de-identification obligations under your Franchise Agreement and our procedures.

¹ Unless otherwise indicated, all fees are (i) imposed and collected by us, (ii) payable to us, (iii) non-refundable, and (iv) uniformly imposed. We may reserve the right to increase, modify, or change certain fees in the future as provided for in the Franchise Agreement. We require you to pay all Brand Fees and other fees and charges online via our self-service, electronic invoice presentment and payment tool, accessible through a centralized online platform, or through such other technologies or other means as we may establish. In the online environment, payment can be made by electronic check (via ACH). If you choose to pay by paper check, you will incur a \$160 processing fee per each occurrence. We may negotiate increases or decreases for a particular transaction at the time the Franchise Agreement is signed for any fee listed above when business circumstances warrant. We may also bundle multiple fees together to offer special incentive packages. You begin paying Brand Fees when you open the Facility, with our authorization. If you purchase an existing Facility, you begin paying Brand Fees when you acquire or take possession of the Facility, whichever comes first.

² We reserve the right to increase, modify, or change certain fees in the future as provided for in the Franchise Agreement, more specifically, we may adjust any fee stated as a fixed dollar amount by up to 5% annually to account for inflation, scope of services provided in exchange for such fee, cost increases, and other reasonable commercial considerations. Any such annual increase shall be cumulative, and if we do not increase a fee in any year, or do not increase a fee by the full 5%, we may increase the fee in any subsequent year by up to 5% plus any percentage increase permitted in any prior year that was not exercised. For any year where the consumer price index, as established by the U.S. Department of Labor ("CPI") exceeds 5%, we may increase a fee by an amount equal to the CPI for that year.

²³ The Brand Fee is \$85.00 per room per month, or any portion of a month multiplied by the number of authorized guest rooms that appear on Schedule B as of the Opening Date. A minimum of 10% of the

Brand Fee will be allocated to marketing fees and credited to the Marketing Fund, for advertising, marketing, training and other related services and programs. We may increase the Brand Fee by the greater of (a) 3% per year; and (b) the rate of change in the Consumer Price Index as published by the United States Bureau of Labor Statistics, or similar widely adopted measure.

³⁴ “GRR” or “Gross Room Revenues” is defined as gross revenues attributable to or payable for rentals of guest (sleeping) rooms at the Facility, including all credit transactions, whether or not collected, guaranteed no-show revenue, net of chargebacks from credit card issuers, any proceeds from any business interruption or similar insurance applicable to the loss of revenues due to the non-availability of guest rooms and any miscellaneous fees charged to all guests regardless of the accounting treatment of these fees. Excluded from GRR are separate charges to guests for Food and Beverage (including room service); actual telephone charges for calls made from a guest room; key forfeitures and entertainment (including Internet fees and commissions); vending machine receipts; and federal, state and local sales, occupancy and use taxes.

⁴⁵ Depending on the circumstances, we may charge you a No-Show Fee of between 50% and 100% of the cost of the training that you or your personnel miss.

⁵⁶ RevPAR Index is a measure of a Facility’s RevPAR relative to the average RevPAR of its competitive set. We will establish your Facility’s competitive set in consultation with you.

⁶⁷ We have the right to require all Chain Facilities to participate in the Wyndham Rewards® guest loyalty program which is operated by our affiliate Wyndham Rewards, Inc. Members can earn Wyndham Rewards points or other rewards currency based on amounts spent at participating Chain Facilities, participating Lodging Affiliate hotels, or select affiliated properties, through purchases from non-affiliated merchants, or by making purchases with a Wyndham Rewards co-branded credit card or debit card. Members can redeem their Wyndham Rewards points for free or discounted night stays at Chain Facilities and Lodging Affiliate hotels, or select affiliated properties, for various travel, merchandise, gift cards, and other rewards. We will reimburse you for free night stays at your Facility under a formula that is listed in the Front Desk Guide, which may be amended. Wyndham Rewards, Inc. has reserved the right to modify, alter, delete or add new terms or conditions, procedures, point values, redemption levels or rewards for the Wyndham Rewards program upon thirty (30) days’ notice and may terminate the program at any time upon six months’ prior notice.

⁷⁸ If a condemnation taking occurs less than one year after notice to us, you pay aggregate Brand Fees payable over the one-year period preceding the date of your condemnation notice to us less the number of full months in paid after notice to us. We may reduce the required notice period when business circumstances warrant.

⁸⁹ If you fail to comply with all of the de-identification obligations of your Franchise Agreement and our procedures, you agree to: (i) pay a de-identification fee of \$2,000 per day until de-identification is completed to our satisfaction; and (ii) permit our representative to enter the Facility to complete the de-identification process at your expense.

Obligation	Section in Franchise Agreement	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Disclosure Document Item
q. Owner's participation/management/staffing	3.2	Schedule A	3.6, 4.5; SynXis Schedule 2.6, 3.3; Oracle Schedule 3.3, 5.1; MOP Schedule 3.3	Items 11, 15
r. Records and reports	3.6	Schedule A	3.6, 8.2, 8.3, 10.1; SynXis Schedule 3.3, 7.1; Oracle Schedule 3.3	Item 6
s. Inspections and audits	3.7, 4.8, Schedule D	Not Applicable	3.2; SynXis Schedule – Attachment 2.1, 2.5, 2.6, 4.1; Oracle Schedule Attachment 2.4	Items 6, 11
t. Transfer	9	Not Applicable	4.1, 13.2; SynXis Schedule 4.1, Attachment 4.1; Oracle Schedule 4.1; MOP Schedule 4.1	Items 6, 17
u. Renewal	5	Not Applicable	Not Applicable	Item 17
v. Post-termination obligations	12, 13	Not Applicable	13.5, 15.9, 15.16	Items 6, 17
w. Non-competition covenants	3.11, 17.9	Not Applicable	Not Applicable	Item 12
x. Dispute resolution	11.4, 17.6.1, 17.6.2, 17.6.3, 17.6.4, 17.6.5	4.	15.5, 15.8, 15.15	Item 17
y. Other: Guaranty of franchisee obligations ²	Guaranty (Attachment to the Franchise Agreement)	Not Applicable	Not Applicable	Not Applicable Item 15

ITEM 10. FINANCING

Except as specified in this Item 10, we do not offer or provide any financing arrangements for Dazzler Select franchisees, either directly or indirectly.

² If you are a corporation, partnership or other entity, your significant owners must sign a guaranty (see Exhibit_C-1) agreeing to assume and discharge all obligations of the franchisee under the Franchise Agreement.

Initial Fee Deferral. We may defer payment of some or all of the Initial Fee, if business circumstances warrant, in our sole discretion. The deferral is usually for a short term such as 90 days, or until the Facility opens as a Chain Facility, whichever occurs first. If deferred, you must pay the Initial Fee in one or more installments without the accrual of interest unless you do not pay the Initial Fee within ten days after it is due. The number of payments may vary based on business circumstances, but generally requires up to three equal installments over a 90-day period. We do not require any security for the Initial Fee Note. The Initial Fee Note may be prepaid at any time without penalty. You and your owners must sign the Initial Fee Note in substantially the form shown in Exhibit C-1. If your owners are residents of community property or certain other states, their spouses must also co-sign the Initial Fee Note. Under the Initial Fee Note, you and your guarantors, or any co-makers of the Initial Fee Note, waive traditional defenses. These defenses include presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor and diligence in collection. We reserve the right to modify the terms of the Initial Fee Note and/or grant extensions, novations, releases or compromises to you or any co-maker without the consent of, or affecting the liability of, any other party to the Initial Fee Note. The Initial Fee Note is not subject to setoff, offset or recoupment. If the Franchise Agreement terminates for any reason or you transfer the Facility, we may demand that you immediately pay the Initial Fee Note in full. If you fail to make any required installment payment on time, we may demand that you immediately pay the Initial Fee Note in full. If you do not pay the Initial Fee Note within 10 days after it is due, the Initial Fee Note will bear simple interest at the rate of the lesser of 18% per annum (1.5% per month) or the highest rate allowed by law. Default under the Initial Fee Note will constitute a default under the Franchise Agreement. If the Initial Fee Note is collected by or through an attorney, we will be entitled to collect reasonable attorney's fees and all costs of collection.

In addition to the above, you may request a Lender Notification Agreement using the forms we provide you. Any lender you select may also request a collateral assignment of or security interest in the Franchise Agreement by requesting a Three-Party Agreement (also known as comfort letter) but we have no obligation to enter into any agreement or arrangement with any lender. See Exhibit C-4.

We have no practice or intent to sell, assign, or discount to a third party all or part of any financing arrangement above.

ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Franchisor's Assistance

Pre-Opening Assistance

Before you open your Chain Facility, we will provide you with the following assistance:

1. You select the Facility's location and describe it in the Franchise Application. Since individual sites are necessarily unique, no listing of relevant factors will be applicable to all sites. However, we believe these factors are important: geographical area; population, density, and other demographic factors; proximity to transportation, major attractions, and destinations; commercial development; traffic patterns; competition; accessibility; and the compatibility of the area with the proposed use. We grant a franchise for a specific location or site only and approve your site when we approve your Franchise Application. There is no specific time limit in which this approval must be completed. However, we typically complete our review of your site and the other elements of your Franchise Application, and award or decline to award you a franchise, within 30 to 60 days after we receive your completed Franchise Application and all supporting documentation. Approval of your application and of the site only indicates our willingness for

you to represent the Chain at that site. If we do not approve your application, you will forfeit your application fee. (Franchise Agreement – Application and Schedule D)

2. We will designate a Protected Territory for the Facility in the Franchise Agreement. (Franchise Agreement – Section 2)

3. We will inspect the Facility and create a PIP of improvements needed before you open the Facility under our service marks and afterwards. The PIP is attached to the Franchise Agreement when it is signed. (Franchise Agreement – Schedule D)

4. We may inspect the Facility during or following renovation to determine compliance with System Standards and, where appropriate, approve its opening as a Chain Facility. (Franchise Agreement – Schedule D)

5. We will provide you with a copy of, or access to, our Manual, which contains the System Standards and specifications for your Chain Facility, including standards for the furniture, fixtures, and certain equipment used to furnish your Chain Facility. (Franchise Agreement – Section 4.7)

6. We will furnish you with written specifications for required products and services, as well as information about Approved Suppliers whose products have been approved for usage, as described in greater detail in Item 8. (Franchise Agreement – Section 4.4)

7. If you wish to deviate from our interior design requirements or to use a custom design, we will, for an additional fee, review, approve, or provide comments on your proposed interior design and, following our approval, any subsequent modifications to your interior design. (Franchise Agreement – Schedule D)

8. We will provide certain Mandatory Support Services to assist you in opening the Facility, as applicable, such as: general manager certification, opening training, digital photography, and continuing education. ~~See Items 5 and 6 for a more detailed description of Mandatory Support Services, when each are applicable, and the fees we charge for them.~~ (Franchise Agreement - Schedule D)

9. We will provide training to you and your general manager as described in this Item below. (Franchise Agreement – Section 4.1)

10. We (directly or through a third-party) will install a device at your Facility to support Wyndham Gateway. See Exhibit C-2 for the Eleven Software Products and/or Services schedule (“Eleven Schedule”) to the Master Information Technology Agreement (“MITA”).

11. Other than as expressly stated above, we do not deliver or install equipment, signs, fixtures, opening inventory, or supplies.

Length of Time Before Opening

The typical length of time between the signing of a Franchise Agreement or the first payment for a franchise, and the Opening Date of the Facility depends on the impact of a number of variables including (i) your ability to obtain any necessary financing; (ii) the extent of the renovations necessary to convert an existing hotel; and (iii) the process required to obtain all necessary permits, licenses and approvals from various government agencies. Typically, the length of time between when we sign the Franchise Agreement and the Opening Date of the Facility aligns with our pre-opening parameters outlined in the next paragraph.

We have established certain parameters for the pre-opening period. You must provide us with proof of ownership of, or an executed lease (as applicable) for the location within 30 days after we sign the Franchise Agreement; under no circumstances will we authorize you to open the Facility under the System until we have been provided with such proof. You must begin renovation no later than 30 days after we sign the Franchise Agreement. You must complete the pre-opening phase of the work and be ready, willing, and able to open the Facility under the System no later than 90 days after we sign the Franchise Agreement. (Franchise Agreement – Schedule D)

fractional ownership residences, condominiums, apartment buildings or the like. As of December 31, 2024, all of our and the Lodging Affiliates' lodging facilities in the United States are franchised. WHR or Wyndham Hotel Group may acquire additional hotel chains in the future that have company owned/operated or franchised properties in your trading area. Any conflicts between you and us regarding territory, customers and our support will be resolved under the Franchise Agreement. We have no procedure for resolving conflicts between you and franchisees of other brands. However, any resolution of any conflicts regarding territory, customers, or support services will be entirely within our discretion.

In addition, we provide information about and book reservations for hotels franchised by the Lodging Affiliates through the CRS; call center; digital agents; omni-channel avenues, including consumer websites; and by other means. You will receive no compensation for our sales through our distribution channels, unless we make a reservation on your behalf, in which case, you will receive the revenue from the reservation. We will prioritize Chain Facilities over other hotels in a destination if there is room availability at Chain Facilities; they meet the guest's search criteria, including closest proximity to a point of reference or point of interest; and they are not in default under their Franchise Agreement. The Lodging Affiliates have reciprocal programs for booking reservations at Chain Facilities. We have the right to provide reservation services to lodging facilities other than Chain Facilities or to other parties.

ITEM 13. TRADEMARKS


We will grant you the right to operate your Facility under the mark, "Dazzler Select" in conjunction with the "by Wyndham" designation, or any new marks which may be included in the System. A Dazzler Select by Wyndham Chain Facility will retain its existing name, or adopt its own name from opening as its primary designation, with "Dazzler Select by Wyndham" secondary designation marketing and any signage purposes. We may ask or permit you to utilize a secondary or additional secondary designation with the licensed Mark for the Facility.

The following service marks (the "Marks") are registered on the principal register of the United States Patent and Trademark Office, or are pending registration on the basis of our intent to use the marks. Affidavits of use and renewal applications have been filed as required by law. We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Registered Marks:

Mark	Registration No.	Registration Date
DAZZLER	4323934	April 23, 2013
DAZZLER SELECT BY WYNDHAM	8143411	February 17, 2026

Marks Pending Registration:

Mark	Application No.	Application Date
DAZZLER SELECT	99203639	May 27, 2025
DAZZLER SELECT BY WYNDHAM	99279432	July 11, 2025
	99279697	July 11, 2025

Provision	Section in Franchise Agreement	Section in Signature Reservation Service Agreement	Section in Master Information Technology Agreement	Summary
				promises may not be enforceable. Notwithstanding the foregoing, no No provision in any Franchise Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	17.6.2	4.	15.15	Disputes arising under the Franchise Agreement, the MITA and the Signature Reservation Service Agreement may be submitted by either party to non-binding mediation.
v. Choice of forum	17.6.3	4.	15.8	Non-exclusive venue and jurisdiction in Morris County, NJ and U.S. District Court for New Jersey (subject to state law).
w. Choice of law	17.6.1	4.	15.8	New Jersey law applies, except New Jersey Franchise Practices Act doesn't apply to Facilities outside New Jersey (subject to state law).

ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote the sale of franchises.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Paul F. Cash, Executive Vice President and General Counsel, DZE

STATE ADDENDA

Following this page ~~are addenda~~ is the addendum for the states of ~~California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, Virginia, Washington and Wisconsin.~~ If you or your Facility are located in ~~one of these states~~ Minnesota, please read the is addendum ~~for your state~~ and the addendum to the Franchise Agreement that may apply to your transaction with us.

The regulatory authorities and registered agents for service of process in each state are listed in Exhibit B.

~~ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO
THE CALIFORNIA FRANCHISE INVESTMENT LAW~~

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of California:

- ~~1. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).~~
- ~~2. The Franchise Agreement requires application of the laws of New Jersey. This provision may not be enforceable under California law.~~
- ~~3. If the Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement, California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).~~
- ~~4. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.~~
- ~~5. The Franchise Agreement contains a waiver of punitive damages provision and a waiver of jury trial provision, which may not be enforceable.~~
- ~~6. We have or will comply with all of the requirements under California Corporations Code, Section 31109.1, with respect to negotiated sales.~~
- ~~7. PROSPECTIVE FRANCHISEES ARE ENCOURAGED TO CONSULT PRIVATE LEGAL COUNSEL TO DETERMINE THE APPLICABILITY OF CALIFORNIA AND FEDERAL LAWS (SUCH AS BUSINESS AND PROFESSIONS CODE SECTION 20040.5, CODE OF CIVIL PROCEDURE SECTION 1281, AND THE FEDERAL ARBITRATION ACT) TO ANY PROVISIONS OF A FRANCHISE AGREEMENT RESTRICTING VENUE TO A FORUM OUTSIDE THE STATE OF CALIFORNIA.~~
- ~~8. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.~~
- ~~9. THESE FRANCHISES WILL BE/HAVE BEEN REGISTERED (OR EXEMPT FROM REGISTRATION) UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION (OR EXEMPTION) DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.~~
- ~~10. OUR WEBSITE () HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT~~

~~11. — SECTION 31125 OF THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.~~

~~12. — Item 17 of the Disclosure Document is amended by the insertion of the following:~~

~~The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043) provides rights to you concerning termination, transfer, or nonrenewal of a franchise. If the Franchise Agreement is inconsistent with the law, the law will control.~~

~~13. — The highest interest rate allowed by law in California is currently 10% annually.~~

~~14. — 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.~~

~~15. — Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the California Franchise Investment Law are met independently without reference to this Addendum.~~

~~16. — Any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable: (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee. (b) Reliance by a franchisee on any representations made by the franchisor or its personnel (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto. (d) Violations of any provision of this division.~~

~~ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO
THE HAWAII FRANCHISE INVESTMENT LAW~~

~~THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF THE DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF THE DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.~~

~~THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE OR SUBFRANCHISOR, AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.~~

~~THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.~~

- ~~1. No release language set forth in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.~~
- ~~2. The Franchisor's registered agent in the state authorized to receive service of process is:~~

~~Commissioner of Securities of
Department of Commerce and Consumer Affairs
335 Merchant Street
Honolulu, Hawaii 96813~~

- ~~3. Item 17(m) of the FDD is amended by adding the following information:~~

~~In connection with a transfer, you must sign a release of any claims you may have against DZE Franchisor, LLC. However, the release will not apply to any claim you may have under Hawaii law.~~

~~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.~~

~~Each provision of this Addendum to the Disclosure Document is effective only to the extent with respect to such provision that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Disclosure Document.~~

~~**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
ILLINOIS FRANCHISE DISCLOSURE ACT**~~

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Illinois:

- ~~1. Illinois law governs the franchise agreements.~~
- ~~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. Franchisees' 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. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum.~~
- ~~6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
INDIANA DECEPTIVE FRANCHISE PRACTICES LAW**~~

~~The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Indiana:~~

~~To the extent the provisions of the Franchise Disclosure Document or Franchise Agreement are inconsistent with the Indiana Deceptive Franchise Practices Law, Indiana Code § 23-2-2.7-1 to 23-2-2.7-7, that law will control.~~

~~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.~~

~~Each provision of this Addendum to the Disclosure Document shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Indiana Franchise Act are met independently without reference to this Addendum.~~

~~**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW**~~

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Maryland:

- ~~1. Notwithstanding any provision in the Franchise Disclosure Document or the Franchise Agreement to the contrary, a franchisee may bring a lawsuit in Maryland against us for claims arising under the Maryland Franchise Registration and Disclosure Law.~~
- ~~2. The fourth sentence of the third paragraph under the heading "Advertising" in Item 11 is deleted and replaced with the following:

Franchisees who are Maryland residents or will operate a Facility in Maryland may receive an accounting of expenditures from the Fund by contacting our Treasurer in writing.~~
- ~~3. Item 17 of the Franchise Disclosure Document states that the Franchise Agreement will automatically terminate upon the bankruptcy of franchisee. This provision may not be enforceable under current Federal bankruptcy law (11 U.S.C. Section 101 et seq.).~~
- ~~4. Items 17(c) and 17(m) are revised to provide that, pursuant to COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.~~
- ~~5. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.~~
- ~~6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
MINNESOTA FRANCHISE INVESTMENT LAW**

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Minnesota:

1. Minnesota law provides franchisees with certain termination, non-renewal and transfer rights. Minnesota Statutes, Section 80C.14, Subdivisions 3, 4 and 5 require, except in certain specified cases, that the franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
2. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release from liability imposed by Minnesota Statutes, Chapter 80C; provided, that this shall not bar the voluntary settlement of disputes.
3. With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes Section 604.113, which prohibits us from charging more than \$30 for insufficient funds charges or returned check fees.

~~4. Item 6 of the Disclosure Document is amended by the insertion of the following:~~

~~We reserve the right to increase, modify, or change certain fees in the future as provided for in the Franchise Agreement, more specifically, we may adjust any fee stated as a fixed dollar amount by up to 5% annually to account for inflation, scope of services provided in exchange for such fee, cost increases, and other reasonable commercial considerations. Any such annual increase shall be cumulative, and if we do not increase a fee in any year, or do not increase a fee by the full 5%, we may increase the fee in any subsequent year by up to 5% plus any percentage increase permitted in any prior year that was not exercised. For any year where the consumer price index, as established by the U.S. Department of Labor ("CPI") exceeds 5%, we may increase a fee by an amount equal to the CPI for that year.~~

~~5.4.~~ The following language is added at the end of Item 17 of the Franchise Disclosure Document:

Minnesota Statutes, Section 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. Nothing in the Franchise Disclosure Document or the 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 Minnesota.

~~6.5.~~ Item 13 is revised to include the following language:

To the extent required by the Minnesota Franchise Act, we will protect your rights to use the trademarks, service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the trademarks, provided you are using the names and marks in accordance with the Franchise Agreement.

- ~~7.6.~~ Item 17(c) and 17(m) are revised to provide that we cannot require you to sign a release of claims under the Minnesota Franchise Act as a condition to renewal or assignment.
- ~~8.7.~~ With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes, Section 80C.17, Subd. 5 with respect to limitation of claims.
- ~~9.8.~~ 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.
- ~~10.~~ Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Minnesota Statutes, Chapter 80C are met independently without reference to this Addendum.

~~ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
NEW YORK STATE FRANCHISE ACT~~

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of 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 B OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS, APPROVES OR ENDORSES IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.~~

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

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

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

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

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

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

3. The following is added to the end of Item 4:

~~Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.~~

4. The following is added to the end of Item 5:

~~The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.~~

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

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

6. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

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

7. The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

~~However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.~~

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

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

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

~~ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO
THE NORTH DAKOTA FRANCHISE INVESTMENT LAW~~

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of North Dakota:

~~THE NORTH DAKOTA SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):~~

- ~~A. — **Restrictive Covenants:** Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.~~
- ~~B. — **Situs of Arbitration Proceedings:** Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.~~
- ~~C. — **Restrictions on Forum:** Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.~~
- ~~D. — **Liquidated Damages and Termination Penalties:** Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.~~
- ~~E. — **Applicable Laws:** Franchise Agreements that specify that they are to be governed by the laws of a state other than North Dakota.~~
- ~~F. — **Waiver of Trial by Jury:** Requiring North Dakota Franchises to consent to the waiver of a trial by jury.~~
- ~~G. — **Waiver of Exemplary & Punitive Damages:** Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.~~
- ~~H. — **General Release:** Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.~~
- ~~I. — **Limitation of Claims:** Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.~~
- ~~J. — **Enforcement of Agreement:** Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.~~

~~Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this Addendum.~~

~~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.~~

~~To the extent this Addendum is inconsistent with any terms or conditions of the Franchise Agreement or exhibits or attachments thereto, or the Franchise Disclosure Document, the terms of this Addendum shall govern.~~

~~**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
RHODE ISLAND FRANCHISE INVESTMENT ACT**~~

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Rhode Island:

- ~~1. The Franchise Agreement shall be governed by Rhode Island Law with respect to any claim enforceable under the Rhode Island Franchise Investment Act (the “Act”).~~
- ~~2. Section 19-28.1-14 of the Act provides that a provision in a license or franchise agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island is void with respect to a claim otherwise enforceable under the Act.~~
- ~~3. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~
- ~~4. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Rhode Island Franchise Investment Act (§§ 19-28.1-1 through 19-28.1-34) are met independently without reference to this Addendum.~~

~~**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
VIRGINIA RETAIL FRANCHISING ACT**~~

~~In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for DZE Franchisor, LLC for use in the Commonwealth of Virginia shall be amended as follows:~~

~~The following statement is added to Item 17.h of the Franchise Disclosure Document and Section 11 of the Franchise Agreement:~~

~~Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a licensor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.~~

~~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.~~

~~Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum.~~

~~**WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT,
THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS**~~

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

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

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

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

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

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

~~**6. Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.~~

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

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

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

~~**10. Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when~~

~~executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).~~

~~**11. Franchisor's Business 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.~~

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

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

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

~~**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
WISCONSIN FRANCHISE INVESTMENT LAW**~~

~~The following provisions supersede the Franchise Disclosure Document and apply to all franchises offered and sold in the State of Wisconsin:~~

~~The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, non-renewal or substantial change in competitive circumstances of a dealership agreement without good cause. The law further provides that 90 days prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. The Disclosure Document and Franchise Agreement are hereby modified to state that the Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provisions of the Franchise Agreement that are inconsistent with the Wisconsin Fair Dealership Law, Wis. Stat. Ch. 135.~~

~~11.9. 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.~~

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Dates
California	Pending
Hawaii	Pending
Illinois	August 15, 2025
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	August 15, 2025
North Dakota	Pending
Rhode Island	N/A
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	August 15, 2025

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Receipt

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If DZE Franchisor, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days* before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If DZE Franchisor, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit B.

The name, principal business address and telephone number of the franchise seller offering the franchise is:

Date of Issuance: August 15, 2025.

See Exhibit B for our registered agents authorized to receive service of process.

I received a disclosure document dated August 15, 2025 that included the following Exhibits:

- A State Addenda
- B Regulatory Authorities; Registered Agents for Service of Process
- C-1 Franchise Agreement; Guaranty; Initial Fee Note; Assignment and Assumption Agreement; State Addenda and Franchise Application
- C-2 Master Information Technology Agreement
- C-3 Elavon Hosted Services Agreement for Hosted Gateway Services
- C-4 Three Party Agreement; Request For Three Party Agreement; Lender Notification Agreement; Request For Lender Notification Agreement
- C-5 Termination and Release Agreement
- C-6 Signature Reservation Services Agreement
- C-7 Hotel Revenue Management Agreements
- C-8 Remote Sales Services Agreement
- D Financial Statements and Guaranty of Performance of Wyndham Hotels & Resorts, Inc.
- E-1 List of Facilities in the United States as of December 31, 2024
- E-2 List of Facilities in the United States which Voluntarily or Involuntarily left the Dazzler Select Chain from January 1, 2024 to December 31, 2024 or which did not communicate with us during the ten week period preceding the date of the Disclosure Document
- F Table of Contents for Standards of Operation and Design Manual and Wyndham Front Desk Guide Table of Contents

* In Iowa, DZE Franchisor, LLC is required to give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. In Michigan, DZE Franchisor, LLC is required to give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. In New York, DZE Franchisor, LLC is required give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Name of Proposed Franchisee: _____

Type of Business Entity: _____

Your signature

Date

Print your name

Print your title

Location in which you are interested

KEEP THIS COPY FOR YOUR RECORDS.

Receipt

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If DZE Franchisor, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days* before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If DZE Franchisor, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit B.

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Name of Proposed Franchisee: _____

Type of Business Entity: _____

Your signature

Date

Print your name

Print your title

Location in which you are interested

Please sign this copy of the receipt, date your signature, and return it to DZE Franchisor, LLC, 22 Sylvan Way, Parsippany, New Jersey 07054.