

Type of Fee	Amount	Due Date	Remarks
Additional Person Training Fee	\$250 per additional attendee	As incurred	Payable if you choose to send additional persons to initial training beyond those persons that we designate.
Training Cancellation Fee	\$500	At time of cancellation	If you cancel any training program within two weeks of the date of the training program, you will be required to pay this cancellation fee to us.
Convention Fee	\$500 per person	Upon demand	Payable to us to help defray the cost of your attendance at any annual convention that we choose to hold. This fee is due regardless of whether or not you attend our annual convention in any given year.
Supplier and Product Evaluation Fee	Costs of inspection (estimated to be approximately \$100 to \$500, <u>not to exceed \$500</u>)	As incurred	Payable if we inspect a new product, service, or proposed supplier nominated by you.
Customer Issue Resolution	Varies; reasonable costs we incur for responding to a customer complaint, which will typically be between \$20 and \$100, <u>not to exceed \$100</u>	On invoice	Payable if a customer of the Totally Nutz Business contacts us with a complaint and we provide a gift card, refund, or other value to the customer as part of our addressing the issue.
Payment Service Fees	Up to 4% of total charge	As incurred	If payment is made to us or our affiliates by credit card for any fee required, we may charge a service charge of up to four percent (4%) of the total charge.
Late Payment Fee ⁽²⁾	The greater of: (i) the Prime Rate plus 8%; or (ii) 18% per annum	As incurred	Payable if any payment due to us or our affiliates is not made by the due date. Interest is per annum calculated monthly on any outstanding balance. Interest accrues from the original due date until payment is received in full. This fee will be subject to state law regarding the maximum legal interest rate.
Non-Sufficient Funds Fee	The lesser of: (1) \$50 per occurrence and 2.5% of the amount requested; or (2) the highest amount allowed by state law	As incurred	Payable if any check, credit card, or electronic funds payment is not successful due to insufficient funds, stop payment, or any similar event.

excluded from this calculation), and all income, revenue, and consideration of every other kind and nature related to the Totally Nutz Business operation, including all proceeds from any business interruption insurance, whether for cash or credit, and regardless of collection in the case of credit.

2. ~~The Gross Revenue figures in this Item 19 do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the Gross Revenue figures to obtain your net income or profit.~~
- 3.2. We allow franchisees with multiple Totally Nutz outlets to report a combined Gross Revenue figure to us. We do not collect or require franchisees to provide us with separate Gross Revenue numbers for each Totally Nutz outlet they operate. The Gross Revenue figures above include aggregate totals for multiple Franchised Outlets or Affiliate Outlets operated by the same franchisee or our affiliate. Except as specifically noted, we were not able to separate Gross Revenue by individual outlet.
- 4.3. Some Locations operated only during a limited portion of the Reporting Period. For example, certain kiosk Locations operated during November and December, and certain Affiliate Outlets operated only during sports seasons or specified event months. ~~Your results may differ if your operations period, seasonal schedule, or venue availability differs. Your location may or may not support year-round sales and you may experience different customer volume during holiday and non-holiday months.~~
- 5.4. Some outlets are operated through kiosks and some through carts. ~~Your results may be affected by whether you operate a cart or a kiosk.~~
- 6.5. The Franchised Outlets data is based on reports we received from franchisees. The Affiliate Outlets figures were prepared based on internal records and reports. The 20 Affiliate Outlets are all located in Utah.

Some outlets have earned this amount. Your individual results may differ. There is no assurance you'll sell as much.

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

Other than the financial representation contained in this Item 19, 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 Yvette Barker at 69 E. 2580 S., St. George, Utah 84790, the Federal Trade Commission, and the appropriate state regulatory agencies.

MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.
2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.
3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.
4. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.
5. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any