

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Oklahoma. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Oklahoma than in your own state.
2. **Spousal Liability.** Your spouse must sign a document, such as a guarantee, that makes your spouse liable for your financial obligations under the agreement even if your spouse does not own any part of the franchise business. Both you and your spouse's marital and personal assets, including your house, could be lost if your franchise fails.
3. **Mandatory Minimum Payments.** You must make minimum royalty payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Technology Fee ⁽⁴⁾	Then-current fee (currently \$100 per month)	Due one month in advance of service at the same time as the Royalty	This “ <u>Technology Fee</u> ” covers access to our custom designed software (“ <u>Cookie Advantage Business Software</u> ”), website hosting, and other services. We reserve the right to increase this fee in the event we offer updated or additional software or technology for use in the Cookie Advantage Business upon 30 days’ written notice to you. You will be responsible for any increase in fees that result from any upgrades, modifications or additional software or from increases from third-party vendors or increases based on changes to the CPI (see note 1).
Conference Fee	Then-current fee, <u>not to exceed \$500 per person</u> (not currently charged)	Within ten days of the beginning of any annual conference	This fee is due whether or not you attend our annual conference in any given year. Franchisees who do attend the conference will pay all salary and other expenses of each person attending, including any additional conference fees, travel expenses, meals, living expenses, and personal expenses. Determination of our then-current fee is subject to increase based on changes to the CPI (see note 1).
Replacement of Confidential Operations Manual	Then-current fee (currently \$500)	On demand	Payable if your copy of the confidential operations manual is lost, destroyed, or significantly damaged. Determination of our then-current fee is subject to increase based on changes to the CPI (see note 1).
Supplier and Product Evaluation Fee	Costs of inspection and evaluation (estimated to be approximately \$100 to \$500)	As incurred	Payable if we inspect and/or evaluate a new product, service, or proposed supplier nominated by you.
Customer Issue Resolution	Reasonable costs we incur, <u>not to exceed \$500</u> , for responding to a customer complaint, which varies	As incurred	Payable if a customer of your Cookie Advantage 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.
Late Report Fee	\$100 per month, plus interest at the lesser of 1.5% per month or the maximum amount allowed by law	As incurred	Payable if any report or financial statement is not received by the due date. The minimum fee is due upon a missed report. You will incur the \$100 monthly fee each month until the report is received. Interest accrues on the difference between the minimum fee and the total monthly fee, depending on whether you pay the monthly fee on time and when the report is finally received.

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Management Fee	Our then-current fee (currently \$500 per day), plus costs and expenses	As incurred	Payable if we or an affiliate manages the Cookie Advantage Business because you are in breach of the Franchise Agreement or due to absence, termination, death or disability. Determination of our then-current fee is subject to increase based on changes to the CPI (see note 1).
Broker Fees	Our actual cost of the brokerage commissions, finder's fees, or similar charges	As incurred	If you transfer your Cookie Advantage Business to a third party or purchaser, you must reimburse all of our actual costs for commissions, finder's fees and similar charges.

Notes:

- Fees.** All fees paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All fees are generally imposed uniformly on all franchisees who sign our current Franchise Agreement, but we may, in unique situations, modify or waive certain fees due to market conditions or other extenuating circumstances. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. All fees are current as of the Issuance Date of this Franchise Disclosure Document. We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer (“EFT”) or other similar means. You are required to complete the ACH authorization (in the form attached to this Franchise Disclosure Document in Exhibit H. We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement. All fees expressed as a fixed dollar amount are subject to adjustment based on changes to the CPI in the United States. We may periodically review and increase these fees based on changes to the CPI, up to the changes to the CPI, but only if the increase to the CPI is more than 5% higher than the corresponding CPI in effect on: (a) the effective date of your Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). In such event, we have the right to increase these fees by a maximum of 20% per year, calculated cumulatively over the term of the Franchise Agreement. Additionally, we may also increase fees by the amount of any increases in fees from third parties for the underlying products or services, as applicable, which will be added to the capped fee increase. We will notify you of any CPI adjustment at least 60 days before the fee adjustment becomes effective. We will implement no more than one CPI-related fee adjustment during any calendar year.
- Royalty.** “Gross Revenue” means all revenues derived from all sales of products and/or services of every kind or nature sold from, at, or in connection with the operation of the Cookie Advantage Business, or otherwise arising out of the operation of the Cookie Advantage Business (including all proceeds from any business interruption insurance), including the full redemption value of any gift certificate or coupon sold for use at the Cookie Advantage Business (fees retained by or paid to third-party sellers of such gift certificates or coupons are not excluded from this calculation), and all income and consideration of every other kind and nature related to the Bakery operation, whether for cash or credit, and regardless of collection. Gross Revenue do not include the amount of any tax imposed by any federal, state, municipal, or other governmental authority, and all customer refunds, valid discounts and coupons, and credits made by the Bakery (exclusions will not

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Leasehold Improvements	\$2,000	\$3,000	As Incurred	Before Opening	Landlord or Construction Contractors
Business Licenses and Permits ⁽⁴⁾	\$500	\$1,000	As Incurred	Before Opening	Third Parties
Computer Hardware and Software ⁽⁵⁾	\$2,500	\$4,000	As Incurred	As Incurred	Third Parties
Initial Inventory ⁽⁶⁾	\$10,000	\$12,000	As Incurred	Before Opening	Third Parties
Packaging ⁽⁷⁾	\$2,500	\$2,500	As Incurred	Before Opening	Our Affiliate
Advertising ⁽⁸⁾	\$1,500	\$3,000	As Incurred	As Incurred	Third Parties
Professional Fees	\$250	\$2,500	As Incurred	As Incurred	Third Parties
Insurance ⁽⁹⁾	\$250	\$750	As Incurred	Before Opening	Insurer
Travel and Initial Training Expenses ⁽¹⁰⁾	\$800	\$1,600	As Incurred	Before Opening	Third Parties
Additional Funds- 3 Months ⁽¹¹⁾	\$5,000	\$10,000	As Incurred	As Incurred	Third Parties
Miscellaneous ⁽¹²⁾	\$5,000	\$10,000	As Incurred	At Opening	Third Parties, Employees
TOTAL ESTIMATED INITIAL INVESTMENT ⁽⁺²⁾⁽¹³⁾	\$92,550	\$171,250			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Cookie Advantage Franchise. We do not offer direct or indirect financing for these items. All expenditures paid to us are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties may be refundable, depending on their policies or your arrangements with them.

1. **Equipment.** This estimate includes equipment that you will need for the operation of your Cookie Advantage Business as follows: an oven, unifiller depositer, KooK E King depositor, commercial refrigerator, sink, tables, shelves, cookie racks, a mixer, flour tubs, cookie depositor, cookie sheets, miscellaneous kitchen utensils, and a batter dispenser (“**Equipment**”). Your costs for the recommended Equipment depend upon the following: whether you purchase or lease the Equipment; whether you get new or used Equipment; the terms and conditions upon which you arrange financing; your location; and other factors. You are not required to buy any Equipment from us. We reserve the right to revoke any Equipment should it not meet minimum standards, as solely determined by us. The lower cost assumes you are purchasing used Equipment, and the higher cost assumes you are purchasing new Equipment.
2. **Three Months’ Lease Payments.** These estimates are based on the Tulsa, Oklahoma real estate market and may be higher in other areas of the country. A Bakery will typically be 1,000 to

1,200 square feet in size, and is typically located in retail strip malls. If you purchase instead of leasing the premises for your Bakery, then the purchase price, down payment, interest rate, and other financing terms will determine your monthly mortgage payments.

3. Utility and Security Deposits. This estimate includes security deposits required by the landlord.
4. Business Licenses and Permits. You are solely responsible for obtaining the licenses and permits required by your city, county, and state to operate your Cookie Advantage Business. This estimate will vary by location.
5. Computer Hardware and Software. This estimate is the cost of obtaining the required computer hardware meeting our minimum specifications that you purchase from suppliers selected by you. The standards and specifications we are currently utilizing are set forth in the confidential operations manual.
6. Initial Inventory. We will supply you with a list of any approved suppliers. The initial inventory cost will vary depending on the volume you decide to purchase, current market prices, from whom you purchase the items, where your territory is located, and other factors.
7. Packaging. The Packaging includes various sized boxes and includes shipping costs.
8. Advertising. You are not required to engage in any advertising campaign. The sites we recommend for the location of the business typically include identifying signage in the lease. This estimate is for business cards, flyers or other printed materials, SEO campaigns, or direct mail campaigns that you may utilize to supplement sales calls.
9. Insurance. You must obtain and maintain certain types and amounts of insurance, including business insurance. If you have had prior issues or claims from previous operations unrelated to the operation of a Cookie Advantage Business, your rates may be significantly higher than those estimated above.
10. Travel and Initial Training Expenses. We provide training at our training center in Bixby, Oklahoma or at another location designated by us. You must pay for airfare, transportation costs, lodging, meals, wages, and incidental expenses for all initial training program attendees. Only you or the managing owner (if you are an entity), and any designated manager (if any), are required to attend the initial training program. Initial training is provided at no charge for you (or the managing owner if you are an entity) and your designated manager (if any), and any employees we designate so long as all trainees receive their training at the same training session. This estimates the expenses for one person. If more than one person attends the initial training program, your expenses will be more than this estimate.
11. Additional Funds. Our estimates are based on our experience, the experience of our Affiliate, and our current requirements for Cookie Advantage Franchises. If your Cookie Advantage Business opens during the last quarter of the calendar year, we recommend that you follow the high estimate to accommodate the Christmas holiday.
12. Miscellaneous. This estimate includes employee's salaries for three months.

~~12.~~13. This is an estimate of your initial start-up expenses for one Cookie Advantage Franchise. You should review these figures with a business advisor, financial consultant, or other professional before deciding to purchase the Franchise.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Standards and Specifications

To ensure the highest degree of quality and service is maintained, you must operate your Cookie Advantage Franchise in strict conformity with the methods, standards, and specifications we list in our proprietary and confidential operating manual (“Confidential Operations Manual”), which may exist in various parts, locations, and formats, and may include a combination of audio, video, written material, electronic media, website content, and/or software components. You must not: (i) deviate from these methods, standards, and specifications without our prior written consent; or (ii) otherwise operate in any manner which reflects adversely on our Marks or the System. Our Confidential Operations Manual states our standards, specifications, and guidelines for all products and services we require you to obtain in establishing and operating your Cookie Advantage Franchise.

We will notify you of new or modified standards, specifications, and guidelines through periodic amendments or supplements to the Confidential Operations Manual or through written communication (including electronic communication). We will issue copies of our standards and specifications to you and approved and proposed suppliers, unless these standards and specifications contain our Confidential Information (defined in Item 14).

You must purchase, install, maintain in sufficient supply, and use, only fixtures, furnishings, Equipment, signs, and supplies (collectively, the “Operating Assets”) that conform to the standards and specifications described in the Confidential Operations Manual or otherwise in writing.

Insurance

You must obtain the insurance coverage required under the Franchise Agreement, which is also listed below. The insurance company must be authorized to do business in the state where your Bakery is located and must be approved by us. It must also be rated “A” or better by A.M. Best & Company, Inc. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time. The cost of insurance may be significantly higher than the estimate, depending on such factors as particular state coverage requirements, store location, and your loss history. Each policy must contain a waiver by you and your insurer of their subrogation rights against us and our affiliates, and each of our respective shareholders, directors, employees, and agents. Each policy must also name us and our affiliates, and each of our respective shareholders, directors, employees, and agents as additional named insureds with primary non-contributory coverage.

You must obtain and maintain the following insurance: (1) comprehensive public, participant legal liability, product, and motor vehicle liability insurance against claims for bodily and personal injury, death, and property damage caused by or in conjunction with the operation of the Franchise or otherwise with your conduct of the Cookie Advantage Business under your Franchise Agreement, under one or more policies of insurance containing minimum liability coverage amounts as set forth in the Confidential Operations Manual; (2) general casualty insurance at all risk to include theft, cash theft, crime, fire and extended coverage, vandalism, and malicious mischief insurance for the replacement value of the

Franchises to franchisees based on their use of designated or approved suppliers. There are no caps or limitations on the maximum rebates we may receive from our suppliers as the result of franchisee purchases.

Approval of New Suppliers

We may update the list of approved suppliers in the Confidential Operations Manual. If we have an approved supplier of a product or service and you desire to have a non-approved supplier of a product or service designated as an approved supplier, you must submit samples of the supplier's products or services to us, along with a written statement describing why such items, services, or suppliers should be approved for use in the System. We do not make our supplier specifications and/or standards generally available to franchisees or suppliers. While we will be required to respond to a request within 60 days, we generally respond to a request for an additional approved supplier within seven days. Our written approval must be received before you use products not purchased from an approved supplier. We may revoke our approval at any time if we determine, in our discretion, that the supplier no longer meets our standards. When you receive written notice of a revocation, you must stop selling any disapproved products, and stop purchasing from any disapproved supplier. We reserve the right to charge for the reasonable costs of inspection and evaluation of the proposed product, service, or supplier which are estimated to be ~~approximately~~ \$100 to \$500.

Franchisor and/or Affiliates as Approved Supplier

We may designate ourselves (and/or our affiliates) in the future as an approved supplier, or the only approved supplier, from which you may or must lease or purchase certain products or services in developing and operating your Cookie Advantage Business. We may derive revenue from these sales, and may sell these items at prices exceeding our or their costs that include a profit margin. Our President and our Vice President own equity in our Affiliate, which is an approved supplier for Packaging and the Cookie Advantage Business Software and may be an approved supplier for additional items in the future.

Our Affiliate is currently the only approved supplier for the Packaging and the Cookie Advantage Business Software. We are currently not an approved supplier of any products or services. During our last fiscal year, ended December 31, 2025, we did not derive revenue or other material consideration as a result of franchisees' required purchases or leases. During our last fiscal year, ended December 31, 2025, our Affiliate received \$198,954.54 from the sale or lease of products or services to franchisees. The revenue or other consideration received by us or our Affiliate may include promotional allowances, volume discounts, and other payments.

Except as described above, neither we nor any affiliates are approved suppliers for any purchases or leases required for the operation of your Cookie Advantage Business. We and/or our affiliates reserve the right in the future to become an approved supplier for other categories of products and services offered or used by your Cookie Advantage Business, including any proprietary software that we develop and require you to use in operating your Franchise.

Our Involvement with Suppliers

While we currently receive no revenue or other material consideration from suppliers deriving from products or services that we require or may advise you to obtain from approved suppliers in the future, we reserve the right to do so in the future. We anticipate that any revenue or other consideration we may receive in the future may include promotional allowances, volume discounts, and other payments. We expect that some of these arrangements may allow us to obtain discounts off standard pricing and to

EXHIBIT C

FRANCHISE AGREEMENT

will not be deemed received until funds from the deposit of any amount, whether check or automatic debit, by us or our affiliates, is collected from your account. The imposition of interest under this Section shall be in addition to any other remedies we may have under this Franchise Agreement or at law, including termination of this Franchise Agreement as provided in Section 15.

6.5 **Application of Payments and Late Reporting Fee.** When we receive a payment from you, we have the right, in our sole discretion, to apply it as we see fit to any past due indebtedness of yours due to us or our affiliates, whether for Royalties, purchases, interest, or for any other reason, regardless of how you may designate a particular payment should be applied. To encourage prompt delivery of all business records, certificates of insurance, Gross Revenues statements, and any other documentation or record that may be requested by us under this Franchise Agreement, you shall pay, upon demand, a late report fee in the amount of \$100 per month, plus interest equal to the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum rate allowed by law, if you fail to deliver such record or document when due. The \$100 monthly fee is incurred and due each month until the report is received.

6.6 **Modification of Payments.** If, by operation of law or otherwise, any fees contemplated by this Franchise Agreement cannot be based upon Gross Revenues, then you and we agree to negotiate in good faith an alternative fee arrangement. If you and we cannot agree on an alternative fee arrangement, then we reserve the right to terminate this Franchise Agreement upon notice to you, in which case all of the post-termination obligations in Section 16 shall apply.

6.7 **Method of Payment.** You must complete our automated clearing house (ACH) authorization form allowing us to electronically debit a bank account that you designate (“Franchise Account”) for: (i) all fees payable to us under this Franchise Agreement (other than the Initial Franchise Fee); and (ii) any other amounts that you owe to us or any of our affiliates including, but not limited to, those owed for the purchase of products or services. We will debit your Franchise Account for these payments on or after the due date. You must sign and deliver to us any other documents that we or your bank may require authorizing us to debit your Franchise Account for these amounts.

We have the right to periodically specify (in the Confidential Operations Manual or otherwise by writing) different payees and/or payment methods, such as, but not limited to, weekly or monthly payment, payment by auto-draft, credit card, and payment by check. If you make any payment to us by credit card for any fee or required payment, we may charge you a service charge of up to four percent (4%) of the total charge.

6.8 **CPI Adjustment to Fixed Fees.** All fees expressed as a fixed dollar amount in this Franchise Agreement are subject to adjustment based on changes to the Consumer Price Index in the United States. We may periodically review and increase these fees based on changes to the Consumer Price Index up to the changes in the Consumer Price Index (“CPI Increase”), but only if the increase to the Consumer Price Index is more than 5% higher than the corresponding Consumer Price Index in effect on: (a) the effective date of the Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). We will notify you of any CPI adjustment at least 60 days before the fee adjustment becomes effective. We will implement no more than one CPI Increase during any calendar year. Notwithstanding the foregoing, the fee adjustments in this Section shall not impact fees which we reserve the right to increase in higher amounts or to adjust more frequently, including but not limited to the Technology Fee.

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 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.