

## **Market and Competition**

Your Scenter will offer basic dog grooming, wellness and essential care services, as well as other related goods and services to the general public. Our concept is targeted to provide routine dog care services to members of the general public who are dog owners. While the dog wellness market is a niche area and still developing, it has become more competitive in recent years with national brands offering in-store services. Your competitors will include national, regional and local pet care businesses that offer dog wellness services from retail locations or mobile units, kennels, veterinarian offices, and other retail businesses selling similar dog care products and services. Your competitors may also be well-established international, national, regional and local chains, which may have significant financial, marketing and other resources.

## **Industry Specific Laws**

In addition to laws and regulations that apply to businesses generally, your Scenter will be subject to various federal, state and local government regulations, including those relating to site location and building construction, such as the American with Disabilities Act; noise ordinances; grooming licensing (where applicable), registration and permit laws and requirements; bonding requirements; environmental and hazardous waste laws; and health, sanitation, and safety laws and regulations. Local city and county zoning ordinances may prohibit you from establishing your Scenter in a particular location due to applicable land-use codes, which may prohibit dog-related services in certain neighborhood commercial zones and/or business districts.

You must operate the Scenter in full compliance with all applicable laws, ordinances and regulations, including, without limitation, EEOC, OSHA, discrimination, employment, and sexual harassment laws. There may be specific laws or regulations in your county or municipality regarding the operation of this business and businesses in general, which may include licensing and government regulations. It is also your sole responsibility to obtain and keep in force all necessary licenses and permits required by public authorities. You should consult with your attorney concerning those and other local laws and ordinances that may affect the operation of your Scenter.

You are advised to consult counsel about any potential impact of these laws and regulations. You alone are responsible for investigating and evaluating the federal, state and local laws that may apply to the operations of your Scenter and federal, state and local restrictions that may be imposed on your Scenter, your ownership of your Scenter, and the individuals that may or may not provide services as employees of your Scenter.

## **ITEM 2 BUSINESS EXPERIENCE**

### **Co-Founder and Chief Executive Officer: Timothy Vogel**

Timothy Vogel has served as our Chief Executive Officer since our inception in May 2019: [in Jupiter, Florida](#). From January 2015 to the present, Mr. Vogel has been an owner and manager of Scenthound Holdings located in Jupiter, Florida.

### **Co-Founder and Chief Brand Officer: Jessica Vogel**

Jessica Vogel has served as our Chief Brand Officer since our inception in May 2019- [in Jupiter, Florida](#). From January 2015 to the present, Mrs. Vogel has been the Chief Brand Officer of Scenthound Holdings in Jupiter, Florida.

### **Chief Financial Officer: Jacob Lee Singleton**

Jacob Singleton has served as our Chief Financial Officer since April 2026- [in Jupiter, Florida](#). Prior to his position with us, Mr. Singleton was the Chief Financial Officer for The Joint Chiropractic in Scottsdale, Arizona from June 2015 to June 2025.

### **Chief Operating Officer: Josh Lyon**

Josh Lyon has served as our Chief Operating Officer since April 2025- [in Jupiter, Florida](#). Prior to this position, Mr. Lyon was our Vice President of Operations from June 2021 to March 2026 [in Jupiter, Florida](#). Prior to that, from September 2015 to June 2021, Mr. Lyon was with TITLE Boxing Club in Overland Park, Kansas serving as Senior Vice President of Administration. In addition to his position, Mr. Lyon is a franchise partner and member of KC Balance 2, LLC doing business as Scenthound in Overland Park, Kansas from March 2024 to present and KC Balance Lenexa, LLC doing business as Scenthound in Lenexa, Kansas from January 2025 to present.

### **Chief Commercial Officer: Summer Nunn**

Summer Nunn has served as our Chief Commercial Officer since March 2026- [in Jupiter, Florida](#). Prior to her position with us, Ms. Nunn was the Chief Marketing Officer for NearU in Charlotte, North Carolina from May 2024 to March 2026. From June 2022 to January 2024, Ms. Nunn was the Chief Marketing Officer for Whistle Express Carwash in Charlotte, North Carolina. From August 2020 to June 2022, Ms. Nunn was the Chief Marketing Officer for Payzer, a field service management software company, in Charlotte, North Carolina.

### **Chief Development Officer: Michael Chin**

Michael Chin has been our Chief Development Officer since April 2026- [in Jupiter, Florida](#). Prior to his position with us, Mr. Chin was self-employed as a principal/fractional executive for a consulting and advisory service business in Atlanta, Georgia from February 2025 to March 2026. From May 2023 to February 2025, Mr. Chin was the Vice President of Development for GoDog in Atlanta, Georgia. From March 2014 to May 2023, Mr. Chin was the President and Managing Director of Real Estate and Development for Level 5 Capital Partners, a private equity firm, in Atlanta, Georgia.

### **Vice President of Franchise Marketing: Hannah Keyser**

Hannah Keyser has served as our Vice President of Franchise Marketing since February 2022- [in Jupiter, Florida](#). Prior to her position with us, Ms. Keyser served in multiple positions for BurgerFi International Inc. in North Palm Beach, Florida including as the Vice President of Marketing from September 2020 to February 2022.

### **Vice President of Franchise Development: Robert “Tony” Nicholson**

Tony Nicholson has served as our Vice President of Franchise Development since August 2024 in Jupiter, Florida. Prior to his position with us, Mr. Nicholson was the Vice President of Franchise Development for Apex Leadership, a fundraising franchise in Houston, Texas from June 2023 to July 2024. From June 2010 to May 2023, Mr. Nicholson was the Vice President of Franchise Development for Self Esteem Brands in Woodbury, Minnesota.

### **Vice President of Franchise Performance: Jennifer Walker**

Jennifer Walker has served as our Vice President of Franchise Performance since March 2026 in Jupiter, Florida. Prior to her position with us, Ms. Walker was a Strategic Account Executive for Listen360 in Denver, Colorado from July 2024 to March 2026. From September 2023 to November 2024, Ms. Walker was a Franchise Growth Advisor for AC Inc. in Vancouver, British Columbia, Canada. From January 2021 to March 2023, Ms. Walker was a Senior Director of Operations for Code Ninjas, in Pearland, Texas.

### **Director of Franchise Administration: Alyson Ekmark**

Alyson Ekmark has ~~servesserved~~ as our Director of Franchise Administration since January 2026 in Jupiter, Florida. Prior to this position, Ms. Ekmark was our Director of Franchise Support from August 2023 to January 2026 in Jupiter, Florida. Prior to this, she served as a Franchise Business Coach for us from July 2022 to August 2023 in Jupiter, Florida. From January 2022 to July 2022, Ms. Ekmark was a Franchise Business Coach for Any Lab Test Now in Sandy Springs, Georgia. From June 2004 to December 2021, she was a Director of Franchise Administration for Zaxby’s Franchising in Athens, Georgia.

### **Senior Director of Operation: Alexander Keeler**

Alexander Keeler has served as our Senior Director of Operation since January 2025- in Jupiter, Florida. From December 2021 to December 2024, Mr. Keeler was our Senior Director of Learning and Development in Jupiter, Florida. Prior to his position with us, Mr. Keeler was the Director of Learning and Development for Retro Fitness from October 2020 to December 2021 in West Palm Beach, Florida.

### **Franchise Development Manager: Chris Rodgers**

Mr. Rodgers has served as our Franchise Development Manager since August 2024 in Jupiter, Florida. Prior to his position with us, Mr. Rodgers was a franchisee and area developer in the Orangetheory Fitness from December 2013 to June 2024 in Delray Beach, Florida. Mr. Rodgers was also a franchisee and area developer for Relive Health in Winter Park, Florida from June 2022 to September 2023. He was also a franchisee for Foxtail Coffee in Delray Beach, Florida from December 2021 to September 2024.

| Type of Fee                | Amount  | Due Date  | Remarks   |
|----------------------------|---|---|---|
| Local Advertising (Note 3) | 5.5% of Gross Revenue with a minimum of \$25,000 per year and an annual maximum of \$35,000   | As incurred   | You pay this amount directly to third-parties subject to our approval, but you may be required to pay this amount to us if you do not meet your minimum requirements. This is the minimum amount that you must spend for local marketing. We may require your expenditures to be used in cooperative advertising, if established.   |
| Technology Fee (Note 4)    | For your first Scenter, \$200 per month within 30 days of signing your Franchise Agreement; then for all franchisees, \$675 per month at activation of the POS system | Monthly   | This fee is payable to Scenthound Services. We reserve the right to change the Technology Fee at our sole discretion. <u>The monthly Technology Fee is subject to an annual increase of 10%. Adjustments are compounded annually and cumulative including increases in any given year of greater than 10% to adjust for prior years when no increase was implemented.</u> |
| Audit Fee (Note 5)         | Cost of audit plus interest on underpayment at Default Rate   | Immediately upon a determination by audit.                              | Due if the audit or any other inspection should reveal that any payments to us have been underpaid or for your failure to provide any required report. You shall reimburse us for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and accounting and attorneys' fees).                                       |
| Interest (Note 6)          | The lesser of 1.5% per month or the highest amount allowed by applicable law, (the “ <b>Default Rate</b> ”)   | Amounts not received by us on the due date shall incur interest charges | Due on all overdue amounts owed to us.  |
| Late Fee                   | The greater of: (i) 5% of the amount due or (ii) \$100  | As incurred   | Due on each occurrence that you fail to make a timely payment to us or fail to provide a report as requested.   |

not be deemed to have withheld our approval unreasonably if the proposed site fails to meet our then-current standards and specifications, as we determine in our sole and absolute discretion. We will consider the potential client base in the area when deciding whether to issue our approval. Other factors we consider include traffic patterns, visibility and parking. We do not provide assistance conforming your Accepted Location to local ordinances and building codes, obtaining any required permits, constructing, remodeling, decorating and/or hiring and training your employees. If you do not secure an Accepted Location and enter into a binding lease agreement that has been approved by us for such location within 90 days of signing the Franchise Agreement, we may terminate the Franchise Agreement. Under the MUDA, we will approve each Scenter, based on our then current site selection standards, within your Development Area and determine the Designated Territory for each Scenter.

Neither our acceptance of the premises nor any information communicated to you regarding our standard site selection criteria for Scenters nor the specific location of your Scenter will constitute a warranty or representation of any kind, express or implied, as to the suitability of the site for your Scenter. Our acceptance of the proposed site merely signifies that we are willing to grant you a Scenthound franchise at the site. Both you and your landlord shall execute the Franchisor Lease Rider that is attached as Schedule 4 to the Franchise Agreement prior to or at the signing of your lease.

### **Design, Remodeling and Opening**

Our mandatory and suggested specifications and layouts for your Scenter, including requirements for design, color scheme, image, interior layout, internal and external signs and equipment are included in our Manual. You are obligated, at your expense, to have our Approved Supplier, currently Angelini & Associates, or another architect designated by us, prepare all required construction plans based on our prototype designs in the Manual. If a variance is granted by us in writing to not to use our Approved Supplier, you will incur a \$1,500 fee for us to review and approve your preferred architect. We must review and approve all plans and specifications to ensure that they meet our design specifications and requirements. We may inspect the premises of your Scenter prior to opening. You must construct, equip, and improve your Scenter in compliance with our current design standards, and trade dress. You must purchase and install, at your expense, all millwork and customized fixtures, furnishings, equipment, décor, and signs from our designated or approved third-party suppliers.

### **Opening**

The typical length of time between signing your Franchise Agreement and opening is nine months.

You shall have nine months after the Effective Date to develop and open your Scenter. If you fail to meet this requirement, we shall have the right to terminate this Agreement and retain all fees paid to us by you. Time is of the essence. You may not open your Scenter to the public until we issue a written approval authorizing your opening. We will not issue our approval, and you will be prohibited from opening your Scenter if (a) your Scenter has not been constructed and equipped in accordance with our standards and specifications, (b) you failed to successfully complete initial training, (c) in view of our management, we determine you and your employees are not prepared to open, or (d) you have not been given all the proper governmental approvals by the local authorities. If you request or we deem it necessary to grant you an extension to the deadline to open your Scenter, you will be required to pay us the Extension Fee for each 90-day extension period granted to you.

| PROVISION   | SECTION IN FRANCHISE AGREEMENT/MUDA  | SUMMARY   |
|---|--------------------------------------|---|
|   |                                      | necessary to acquire clear title to the lease or sublease interest.   |
| p. Death or disability of Franchisee  | FA: Section 18.6<br>MUDA: Section 11 | After the death or incapacity of an owner of the franchise, his or her representative must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the franchise within 180 days of death or incapacity or we may terminate.  |
| q. Non-Competition Covenants During the Term of the Franchised Agreement            | FA: Section 7.4<br>MUDA: Section 12  | You may not have an interest in a Competitive Business during the term of your Franchise Agreement and MUDA. We have the right to require you, your owners (and members of their families and households) and your officers, directors, executives, managers, professional staff, and employees, agents, consultants, and independent contractors to execute a nondisclosure and non-competition agreement. You shall provide us with copies of all nondisclosure and non-competition agreements signed pursuant to this Section. We shall be a third-party beneficiary with the right to enforce covenants contained in such agreements. <u>Subject to applicable state law.</u> |
| r. Non-Competition Covenants After the Franchised Business is Terminated or Expires | FA: Section 17.2<br>MUDA: Section 12 | For two years after the termination or expiration of the Franchise Agreement and MUDA, you may not offer competitive business services or sell products offered by Scenthound or similar to the products or services offered by   |

| PROVISION   | SECTION IN FRANCHISE AGREEMENT/MUDA                  | SUMMARY  |
|---|--|--|
|   |  | your Scenter within 25 miles of your Scenter or any other Scenthound business, or planned expansion thereof, or affiliate-owned businesses; or soliciting or influencing any of our customers, employees, or business associates to compete with us or terminate their relationship with us or any of our franchisees. <u>Subject to applicable state law.</u> |
| s. Modification of the Franchise Agreement        | FA: Sections 9.2, 22.7, 22.8<br>MUDA: Not applicable | The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Manual without your consent if the modification does not materially alter your fundamental rights.   |
| t. Integration/Merger Clause                      | FA: Section 22.7<br>MUDA: Section 18                 | Only the terms of the Franchise Agreement and MUDA are binding (subject to state law). Any representations or promises outside of the Disclosure Document, MUDA and/or Franchise Agreement are not enforceable.  |
| u. Dispute Resolution by Arbitration or Mediation | FA: Section 23.9<br>MUDA: Section 19                 | You must mediate and arbitrate claims against us.  |
| v. Choice of Forum                                | FA: Section 23.2<br>MUDA: Section 18                 | Any litigation or arbitration must be pursued in Palm Beach County, Florida (subject to applicable state law).   |
| w. Choice of Law                                  | FA: Section 23.1<br>MUDA: Section 18                 | Except as to claims governed by federal law, Florida law applies (subject to applicable state law).  |

**ITEM 18  
PUBLIC FIGURES**

We do not use any public figures to promote our franchise.

- c. Qualifying Scenter must have been open and operating for 24 months as of December 31, 2025
- d. 52 of 69 Qualifying Scenters reported:
  - i. Table 4: 2025 Net Operating Income Dollars by Quartile
  - ii. Table 5: 2025 Net Operating Income % of Gross Revenue by Quartile
  - iii. Table 6: 2025 Net Operating Income Dollars
  - iv. Table 7: 2025 Net Operating Income % of Gross Revenue
- e. See Note 2 for definitions of terms.

| 69 of 69 Qualifying Scenters Reported          | Maximum   | Median Average | Minimum Median | Average Minimum |
|--|-----------|----------------|----------------|-----------------|
| <b>Membership Count</b>                        | 1004      | 489            | 129            | 512             |
| <b>Average Monthly Dog Visits</b>              | 1100      | 603            | 218            | 605             |
| <b>Gross Revenue</b>                           | \$991,061 | \$489,150      | \$153,190      | \$507,331       |
| <b>Membership Fees</b>                         | \$483,073 | \$251,327      | \$95,810       | \$261,348       |
| <b>% of Gross Revenue from Membership Fees</b> | 49%       | 51%            | 63%            | 52%             |
| <b>Other Revenue from Members</b>              | \$379,712 | \$159,731      | \$45,067       | \$168,012       |
| <b>Total Revenue from Members</b>              | \$862,785 | \$411,057      | \$140,877      | \$429,360       |
| <b>% of Revenue from Members</b>               | 87%       | 84%            | 92%            | 85%             |
| <b>Revenue from Non-Members</b>                | \$128,276 | \$78,093       | \$12,313       | \$77,971        |
| <b>% of Revenue from Non-Members</b>           | 13%       | 16%            | 8%             | 15%             |

| 69 of 69 Qualifying Scenters Reported          | Top Quartile | Top-Middle | Bottom-Middle | Bottom Quartile |
|--|--------------|------------|---------------|-----------------|
| <b>Membership Count</b>                        | 718          | 579        | 450           | 298             |
| <b>Average Monthly Dog Visits</b>              | 838          | 687        | 526           | 364             |
| <b>Gross Revenue</b>                           | \$759,865    | \$564,671  | \$416,864     | \$284,553       |
| <b>Membership Fees</b>                         | \$380,323    | \$289,287  | \$220,577     | \$153,562       |
| <b>% of Gross Revenue from Membership Fees</b> | 50%          | 51%        | 53%           | 54%             |
| <b>Other Revenue from Members</b>              | \$264,811    | \$192,521  | \$127,900     | \$85,373        |
| <b>Total Revenue from Members</b>              | \$645,134    | \$481,808  | \$348,477     | \$238,935       |
| <b>% of Revenue from Members</b>               | 85%          | 85%        | 84%           | 84%             |
| <b>Revenue from Non-Members</b>                | \$114,730    | \$82,864   | \$68,386      | \$45,618        |
| <b>% of Revenue from Non-Members</b>           | 15%          | 15%        | 16%           | 16%             |

### 3.7 Operations Manual Replacement Fee

You agree to pay us \$250 if you lose or destroy the Manual.

### 3.8 Maintenance and Refurbishing of Business

We may charge you certain maintenance and refurbishment fees for any work we perform on your behalf to repair or otherwise improve your Scenter, including any such repairs or improvements made on our own initiative if you refuse to complete any requested maintenance or refurbishment. The total amount of the maintenance and refurbishment fees that you pay us will vary depending on the labor and material costs of any such maintenance and refurbishing, as well as any associated costs or losses we may incur due to your failure to maintain or refurbish the location in accordance with our requests. If, after we notify you, and you do not undertake efforts to correct deficiencies in the appearance of your Scenter, we can undertake the repairs, and you must reimburse us.

### 3.9 Insufficient Funds Fee

You agree to pay to us \$100 if any payment you owe to us or one of our Affiliates is rejected due to insufficient funds in your designated bank account, or if any other payment instrument you use is rejected for insufficient funds.

### 3.10 Management Fee

If we agree to take over your business upon default or abandonment, you agree to pay our expenses plus an administrative fee of 10% of Gross Revenue above the other fees due to us (the “**Management Fee**”). The Management Fee will only be charged when we, one of our employees, or a third party appointed by us, actively control(s) the day-to-day management of your Scenter. The Management Fee shall be paid at the same time as Royalty Fees and all other fees due to us. We have no obligation to you to manage your business upon default or abandonment, but we reserve this right in our sole discretion.

### 3.11 Technology Fee

As part of your Computer System, you will pay our affiliate, Scenthound Services, LLC, the Technology Fee which for your first Scenter includes of \$200 per month 30 days after signing this Agreement and for all franchisees, \$675 per month after the activation of your POS system which usually takes place two months prior to opening your Scenter. You will also pay our Approved Supplier a one-time setup for the POS System of \$299. The Technology Fee will include a monthly subscription to hosted email, our training platform, our digital asset repository, our POS system software, and our CRM, reporting and analytics, project management, and ticketing system. The Technology Fee also includes email marketing, web hosting, as well as access to our S.C.E.N.T. Check® app, our Consumer mobile and web apps, and other technology based services we provide, all which will be utilized in your Scenter. The monthly Technology Fee is subject to an annual increase of 10%. Adjustments are compounded annually and cumulative including increases in any given year of greater than 10%, to adjust for prior years when no increase was implemented. There is an additional credit card processing fee equal to approximately 3% of the amount processed.

(g) The franchisee breaches the franchise agreement three or more times in a 12-month period, whether or not corrected after notice;

(h) The franchised business or business premises of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against the franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the franchise agreement or upon any property used in the franchised business, and it is not discharged within five days of such levy;

(i) The franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;

(j) The franchisee fails to pay any franchise fees or other amounts due to the franchisor or its affiliate within five days after receiving written notice that such fees are overdue; or

(k) The franchisor makes a reasonable determination that continued operation of the franchise by the franchisee will result in an imminent danger to public health or safety.

**16.2.2 Termination by Us with Opportunity to Cure.** We may terminate this Agreement, after sending you notice and a 60-day opportunity to cure, for any other breach of this Agreement.

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

California's Franchise Investment Law (Corporation Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you (ii) your ability to rely on any representation it makes to you, or (iii) any violations of the law.

For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution

venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

**FRANCHISEE:**

**SCENTHOUND FRANCHISING, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

**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.**

**FRANCHISEE:**

**SCENTHOUND FRANCHISING, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**WASHINGTON ADDENDUM ADDENDUM TO THE FRANCHISE AGREEMENT,  
TO 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.

## CALIFORNIA ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

If any of the terms of the Multi-Unit Development Agreement are inconsistent with the terms below, the terms below control.

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

California's Franchise Investment Law (Corporation Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you (ii) your ability to rely on any representation it makes to you, or (iii) any violations of the law.

For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

**DEVELOPER:**

**SCENTHOUND FRANCHISING, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

4. **Effective Date.** This Rider is effective as of the Effective Date.
5. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.
6. 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.
7. 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.

**DEVELOPER:**

**SCENTHOUND FRANCHISING, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## WASHINGTON ADDENDUM TO MULTI-UNIT DEVELOPMENT 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 RCW19.100.220(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.

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.

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.

Item 5 of the Disclosure Document shall be amended to state: “In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the Franchise Agreement or offering circular, and (b) is open for business. Because Franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Multi-Unit Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.”

Item 6 of the Disclosure Document shall be amended as follows to state that the definition of Liquidated Damages shall be “An amount equal to the average Royalty Fees earned by us for the last 12 months (or shorter period, if Scenter has been in operation less than 12 months), multiplied by 24 or the number of months remaining in the term, whichever is less.”

Item 14 and Item 17 of the Disclosure Document is modified to state that the obligations to sign the Nondisclosure and Non-Competition Agreement as holder of a legal or beneficial interest in the franchisee will not apply to immediate families or household members.

Item 17(d) shall be amended to state that the franchisee may terminate the Franchise Agreement is applicable pursuant to state law.

## EXHIBIT I TO THE DISCLOSURE DOCUMENT

### 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 Date                           |
|--------------|--|
| California   | Pending                                  |
| Hawaii       |  |
| Illinois     | Pending                                  |
| Indiana      | <del>Pending</del> <u>April 30, 2026</u> |
| Maryland     | Pending                                  |
| Michigan     | May 13, 2025                             |
| Minnesota    | Pending                                  |
| New York     | Pending                                  |
| North Dakota | <del>Pending</del> <u>April 29, 2026</u> |
| Rhode Island | Pending                                  |
| South Dakota | <del>Pending</del> <u>April 29, 2026</u> |
| Virginia     | <del>Pending</del> <u>May 26, 2026</u>   |
| Washington   | Pending                                  |
| Wisconsin    | <del>Pending</del> <u>May 5, 2026</u>    |

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.