

FRANCHISE DISCLOSURE DOCUMENT

~~Wild Bill's Soda Franchising, LLC
A New Jersey limited liability
company
50 Division Avenue
Building 1, Suite 42
Millington, New Jersey
07946 (917) 586-1303
www.wildbillssoda.com
franchiseinfo@wildbillssoda.co
m~~

As a franchisee, you will operate a



FRANCHISE DISCLOSURE DOCUMENT

Wild Bill's Soda Franchising, LLC
a New Jersey limited liability company
904 Marcon Boulevard, Suite 102
Allentown, Pennsylvania 18109
Tel: (800) 722-8812
franchiseinfo@wildbillssoda.com
www.wildbillssoda.com

The franchise that we offer is for Wild Bill's ~~franchised business, which offers high quality soda, a mobile business that provides tap served Wild Bill's branded craft beverages made using only the finest ingredients with pure cane sugar, collectible mugs, and less carbonation than other sodas and other related services and products from old-west inspired and branded mobile stands.~~

The total investment necessary to begin ~~the operation of the franchised business under a Wild Bill's business ranges from~~ \$155,800 ~~franchise agreement is~~ \$109,900 to \$214,700 ~~337,250~~. This includes \$54,000 ~~94,500 to \$168,000~~ 290,500 that must be paid to the franchisor or its affiliates.

This ~~Disclosure Document~~ disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar ~~days~~ before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another ~~format~~ form that is more convenient for you. To discuss the availability of disclosures in different ~~formats~~ forms, contact ~~the Franchisor at: Michael Quilty, CEO, Wild Bill's Soda Franchising, LLC, Attn: Franchise Department, 50 Division Avenue, Building 1 at 904 Marcon Boulevard, Suite 42, Millington, New Jersey 07946 (917) 586-102, Allentown, Pennsylvania 18109, and (800) 722-8812.~~ 1303.

The terms of your contract will govern your franchise relationship. ~~Don't~~ Do not rely on the disclosure document alone to understand your contract. Read ~~all of~~ your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C., 20580. You can also visit the FTC's home page at www.ftc.gov ~~www.ftc.gov~~ for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

~~ISSUANCE DATE~~ Issuance Date: April 11, 2025 ~~6, 2026~~

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits F and G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Wild Bill's Business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Wild Bill's franchisee?	Item 20 or Exhibits F and G list current and former franchisees. You can contact them to ask about their experiences.

What else should I know?

These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

Wild Bill's FDD 2025—

What You Need to Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

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

1. **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 New Jersey. 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 New Jersey than in your own state.
 1. ~~**Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.~~
2. **2. Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement, even **thoughif** your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, ~~(perhaps including your house,)~~ at risk if your franchise fails.
 2. ~~**Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.~~
3. **3. Mandatory Minimum Payments.** You must make minimum royalty or advertising fund 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. **4. Financial Condition—Support.** 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.

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| THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

The Michigan Franchise Law states in Sec. 445.1527, Sec. 27 that each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of ~~franchises~~~~franchisees~~.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel, which deprives a franchisee of rights and protections, provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than ~~thirty~~~~(30)~~ days, to cure such failure.
 - (a) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five ~~(5)~~ years, and—
- (d) (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six ~~(6) months'~~~~months~~ advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - 5. (i) The failure of the proposed transferee to meet the franchisor's then- current reasonable qualifications or standards.
 - 6. (ii) The fact that the proposed transferee is a competitor of the franchisor or ~~sub-franchisor~~.
 - (i) (iii) The unwillingness of the proposed transferee to agree in writing to comply with—

~~Wild Bill's FDD-2025—~~

all lawful obligations.

7. (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor shall, at the request of the franchisee, to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan ~~Consumer Protection Division Attn: Franchise~~
670 ~~Department of Attorney General~~
CONSUMER PROTECTION DIVISION
Attention: Antitrust & Franchise
G. Mennen Williams Building, 1st Floor
525 ~~W. West~~ Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373-7117

Franchise Disclosure Document

TABLE OF CONTENTS

~~ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES~~	~~9~~
~~ITEM 2 BUSINESS EXPERIENCE~~	~~10~~
~~ITEM 3 LITIGATION~~	~~11~~
~~ITEM 4 BANKRUPTCY~~	~~11~~
~~ITEM 5 INITIAL FEES~~	~~11~~
~~ITEM 6 OTHER FEES~~	~~12~~
~~ITEM 7 ESTIMATED INITIAL INVESTMENT~~	~~15~~
~~ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES~~	~~19~~
~~ITEM 9 FRANCHISEE'S OBLIGATIONS~~	~~23~~
~~ITEM 10 FINANCING~~	~~24~~
~~ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING~~	~~25~~
~~ITEM 12 TERRITORY~~	~~44~~
~~ITEM 13 TRADEMARKS~~	~~47~~
~~ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION~~	~~50~~
~~ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS~~	~~51~~
~~ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL~~	~~52~~
~~ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION~~	~~53~~
~~ITEM 18 PUBLIC FIGURES~~	~~56~~
~~ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS~~	~~57~~

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	58
ITEM 21 FINANCIAL STATEMENTS	62
ITEM 22 CONTRACTS	62
ITEM 23 RECEIPT	62

ITEM
PAGE
1.

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	6
BUSINESS EXPERIENCE	11
LITIGATION	12
BANKRUPTCY	12
INITIAL FEES	13
OTHER FEES	15
ESTIMATED INITIAL INVESTMENT	20
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	27
FRANCHISEE'S OBLIGATIONS	35
FINANCING	36
NEITHER WE NOR ACES & EIGHTS ARE	39
FRANCHISOR'S ASSISTANCE, ADVERTISING,	41
COMPUTER SYSTEMS AND TRAINING	41
TERRITORY	52
TRADEMARKS	58
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	62
OBLIGATION TO PARTICIPATE IN THE ACTUAL	63
OPERATION OF THE FRANCHISE BUSINESS	63
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	65
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	66
PUBLIC FIGURES	74
FINANCIAL PERFORMANCE REPRESENTATIONS	76
OUTLETS AND FRANCHISEE INFORMATION	84
FINANCIAL STATEMENTS	93
CONTRACTS	93
RECEIPTS	1
DEFINITIONS	5
GRANT OF FRANCHISE	14
2.A. GRANT OF FRANCHISE	14
2.B. TERM	14
2.C. GUARANTY, CONFIDENTIALITY AND RESTRICTIVE COVENANTS	14
2.D. RESERVATION OF RIGHTS	1
2.E. MODIFICATION OF SYSTEM	1
2.F. CORPORATE ENTITY OWNERSHIP	2
DEVELOPMENT AND OPERATION OF THE FRANCHISED BUSINESS	2
3.A. DEVELOPMENT OF THE FRANCHISED BUSINESS	2
3.B. OPERATIONS OF THE FRANCHISED BUSINESS	2
3.C. FRANCHISEE'S ADMINISTRATIVE OFFICE	2
3.D. FURNITURE, FIXTURES, EQUIPMENT AND SIGNS	3
3.E. SYSTEM SUPPLIES	3

3.F. BUSINESS MANAGEMENT SYSTEM.....	3
3.G. DIGITAL MEDIA, SYSTEM WEBSITE AND TELEPHONE NUMBERS.....	4
3.H. RELOCATION OF FRANCHISEE'S ADMINISTRATIVE OFFICE.....	5
3.I. OUT-OF-TERRITORY EVENTS.....	5
3.J. SERVICE VEHICLES AND MOBILE STANDS.....	6
3.K. CORPORATE ACCOUNTS.....	6
TRAINING AND OPERATING ASSISTANCE.....	7
4.A. INITIAL TRAINING, SUPPLEMENTAL TRAINING AND SYSTEM-WIDE TRAINING.....	7
4.B. OPERATING ASSISTANCE.....	8
4.C. OPERATIONS MANUAL.....	8
FEES.....	9
5.A. INITIAL FRANCHISE FEE.....	9
5.B. ROYALTY FEES.....	9
5.C. TECHNOLOGY FEE.....	11
5.D. OTHER FEES.....	11
5.E. PAYMENT NON-COMPLIANCE FEES AND CHARGES.....	12
5.F. APPLICATION OF PAYMENTS.....	13
5.G. WITHHOLDING PAYMENTS UNLAWFUL.....	13
RESTRICTIVE COVENANTS AND OBLIGATIONS.....	13
6.A. NECESSITY FOR RESTRICTIVE COVENANTS.....	13
6.B. RESTRICTIVE COVENANTS: KNOW-HOW.....	13
6.C. RESTRICTIVE COVENANTS: CONFIDENTIAL INFORMATION.....	13
6.D. RESTRICTIVE COVENANTS: UNFAIR COMPETITION.....	14
AND IN-TERM NON-COMPETITION OBLIGATIONS.....	14
6.E. RESTRICTIVE COVENANTS: UNFAIR COMPETITION.....	14
AND POST-TERMINATION NON-COMPETITION OBLIGATIONS.....	14
6.F. REASONABLENESS OF RESTRICTIVE COVENANTS AND OBLIGATIONS.....	14
6.G. BREACH OF RESTRICTIVE COVENANTS AND OBLIGATIONS.....	15
6.H. OWNERSHIP OF INNOVATIONS, IMPROVEMENTS AND CUSTOMER INFORMATION.....	15
OPERATING STANDARDS.....	15
7.A. OPERATING REQUIREMENTS.....	15
7.B. MAINTENANCE, UPDATES AND UPGRADES.....	15
7.C. DAMAGE CAUSED BY CASUALTY.....	16
7.D. ALTERATIONS.....	16
7.E. BRAND STANDARDS AND FRANCHISOR DESIGNATED REQUIREMENTS.....	16
7.F. APPROVED SERVICES, PRODUCTS, EQUIPMENT AND SUPPLIERS.....	16
7.G. MARKET RESEARCH AND TESTING.....	17
7.H. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES.....	18
7.I. MANAGEMENT OF THE FRANCHISED BUSINESS.....	19
7.J. REMEDIES FOR NON-COMPLIANCE WITH OPERATIONAL STANDARDS.....	19
INSURANCE.....	19
BRAND DEVELOPMENT AND MARKETING.....	20
9.A. BRAND DEVELOPMENT FUND.....	20
9.B. LOCAL MARKETING.....	22
9.C. REQUIRED FRANCHISOR APPROVAL OF ALL MARKETING.....	23
9.D. WAIVERS OR DEFERRALS.....	23
9.E. DIGITAL MEDIA AND WEBSITE PROHIBITIONS.....	23
RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION.....	24
10.A. INDEPENDENT CONTRACTORS.....	24
10.B. INDEMNIFICATION BY FRANCHISEE.....	25
10.C. INDEMNIFICATION BY FRANCHISOR.....	25
LICENSED MARKS AND SYSTEM.....	25
11.A. OWNERSHIP AND GOODWILL.....	25
11.B. USE OF THE LICENSED MARKS.....	26

11.C. NOTIFICATION OF INFRINGEMENT AND CLAIMS	26
11.D. DISCONTINUANCE OF USE OF LICENSED MARKS	26
11.E. INDEMNIFICATION OF FRANCHISEE	26
11.F. OWNERSHIP OF INNOVATIONS, IMPROVEMENTS AND INFORMATION	27
RECORDS AND REPORTS	27
12.A. MAINTENANCE AND PRESERVATION OF RECORDS	27
12.B. REPORTING OBLIGATIONS	27
12.C. REMEDIES FOR NON-COMPLIANCE WITH RECORDS AND REPORTING	28
INSPECTION AND AUDITS	28
13.A. FRANCHISOR'S RIGHT TO INSPECT	28
13.B. FRANCHISOR'S RIGHT TO EXAMINE BOOKS AND RECORDS	28
TRANSFER OF INTEREST	28
14.A. TRANSFER BY THE FRANCHISOR	28
14.B. FRANCHISEE MAY NOT TRANSFER WITHOUT FRANCHISOR APPROVAL	29
14.C. CONDITIONS FOR APPROVAL OF TRANSFER	29
14.D. DEATH OR DISABILITY OF FRANCHISEE OR AN OWNER	31
14.E. TRANSFER TO WHOLLY OWNED CORPORATE ENTITY	32
14.F. FRANCHISOR'S RIGHT OF FIRST REFUSAL	33
RENEWAL OF FRANCHISE	33
15.A. FRANCHISEE'S RIGHT TO RENEW	33
15.B. CONDITIONS FOR RENEWAL	33
15.C. RENEWAL FRANCHISE AGREEMENT	34
DEFAULTS AND REMEDIES	34
16.A. DEFAULTS BY FRANCHISEE AND TERMINATION BY FRANCHISOR	34
16.B. TERMINATION BY FRANCHISEE	39
16.C. FRANCHISOR'S ADDITIONAL RIGHTS, REMEDIES, AND DAMAGES	39
16.D. GUARANTY	40
16.E. NOTICE OF LEGAL PROCEEDINGS AGAINST FRANCHISOR	41
OBLIGATIONS UPON TERMINATION OR EXPIRATION	41
17.A. PAYMENT OF AMOUNTS OWED TO FRANCHISOR	41
17.B. CEASE OPERATIONS AND PROTECTION OF THE SYSTEM	41
17.C. CONTINUING OBLIGATIONS	43
ENFORCEMENT AND CONSTRUCTION	43
18.A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS	43
18.B. WAIVER OF OBLIGATIONS	43
18.C. FORCE MAJEURE	44
18.D. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF	44
18.E. RIGHTS OF PARTIES ARE CUMULATIVE	44
18.F. GOVERNING LAW	44
18.G. NON-BINDING MEDIATION AND BINDING ARBITRATION	45
18.H. VARIANCES AND DIFFERENT FORMS OF AGREEMENT	46
18.I. LIMITATIONS OF CLAIMS	46
18.J. WAIVER OF PUNITIVE DAMAGES AND LIMITATION OF DAMAGES	46
18.K. WAIVER OF JURY TRIAL	47
18.L. BINDING EFFECT	47
18.M. COMPLETE AGREEMENT	47
18.N. ATTORNEY FEES AND EXPENSES	47
18.O. NO CLASS ACTION OR MULTI-PARTY ACTIONS	47
18.P. ACCEPTANCE BY FRANCHISOR	47
18.Q. OPPORTUNITY FOR REVIEW BY FRANCHISEE'S ADVISORS	47
18.R. NO PERSONAL LIABILITY BY FRANCHISOR'S	48
EMPLOYEES, OFFICERS AND/OR AUTHORIZED AGENTS	48
18.S. NON-UNIFORM AGREEMENTS	48
18.T. NO RIGHT TO OFFSET	48
18.U. HEADINGS	48

18.V. AUTHORITY TO EXECUTE AND BIND.....	48
18.W. COUNTERPARTS, ELECTRONIC SIGNATURES, AND MULTIPLE COPIES.....	48
18.X. JOINT AND SEVERAL LIABILITY	48
18.Y. RECITALS.....	48
14. NOTICES.....	48
<u>EXHIBITS</u>	

Exhibit A — List of State Administrators/ Agents for Service of Process Exhibit B — Franchise Agreement —	
Exhibit C — State Addenda Exhibit D — Financial StatementsA.	LIST OF STATE
ADMINISTRATORS	
B. LIST OF AGENTS FOR SERVICE OF PROCESS	
C. TABLE OF CONTENTS OF OPERATIONS MANUAL	
D. FINANCIAL STATEMENTS	
E. FRANCHISE AGREEMENT	
F. LIST OF FRANCHISEES	
G. LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM	
H. STATE SPECIFIC ADDENDA	
I. STATE EFFECTIVE DATES	
J. RECEIPTS	
<u>Exhibit E</u> — Table of Contents-Operations- Manual Exhibit F — List- of Franchisees —	

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

~~To simplify the language in this Disclosure Document, “we”, “us” or “our” means~~ Wild Bill's Soda Franchising, LLC, the franchisor. ~~“You” means the person (or persons), corporation, partnership, or~~ the Franchised Business, is referred to in this disclosure document (the “Disclosure Document”) as “we”, “us” or “our” as the context requires. A franchisee is referred to in this Disclosure Document as “you” and “your” as the context requires. If you are a limited liability company, partnership or other legal entity ~~that is granted the franchise (a~~ “Corporate Entity”), our Franchise Agreement will also apply to your individual owners, shareholders, members, principals, and their respective spouses.

The Franchisor

We are a New Jersey limited liability company ~~formed in~~ established on March 14, 2014. ~~We do business only under our corporate name and maintain our~~ Our principal business address ~~at 50 Division Avenue, Building 1, Suite 42, Millington, New Jersey 07946~~ is 904 Marcon Boulevard, Suite 102, Allentown, Pennsylvania 18109. We conduct business under our corporate name, Wild Bill's Soda Franchising, LLC and Wild Bill's. Our business is operating the Wild Bill's franchise system and granting franchises to third parties like you to develop and operate a Franchised Business.

~~Our agent for service of process for your state is set forth on Exhibit A to this Disclosure Document.~~

We have offered franchises for Wild Bill's businesses since June, 2014. We have never offered franchises in any other line of business. We have never operated a business of the type being ~~franchised, but our affiliates have, as described below~~ franchise, but our affiliates have. Other than as discussed above, we are not in any other business, we have not conducted business in any other line of business, we do not conduct or operate a Franchised Business of the type to be operated by a franchisee, and we have not offered or sold franchises in any other line of business. We do not have any predecessors. Our registered agents for service of process are disclosed in Exhibit B of this Disclosure Document.

The Franchised Business

We license a system (the “System”) for the development and operation of a Wild Bill's mobile business (each, a “Franchised Business” or “Wild Bill's Business”), that provides tap served Wild Bill's branded craft beverages, canned beverages for on-site consumption, collectible mugs, and other services and products as designated by us (the “Approved Services and Products”) from Wild Bill's branded mobile stands as designated and authorized by us (each, a “Mobile Stand”). The System also requires your exclusive use of beverage syrups, beverage mixes, canned beverages, collectible mugs, mugs, cups, taps, Mobile Stands, and supplies that we designate (the “System Supplies”).

The System is identified by the Wild Bill's trademark and such other trademarks, logos, and trade-dress that we may designate, modify or adopt from time to time and as same may or may not be registered with the United States Patent and Trademark Office (collectively, the “Licensed Marks”). You must develop and operate your Wild Bill's Business in conformity with the specifications, procedures, criteria, and requirements that we designate in our confidential operations manual and other proprietary manuals that we designate and as we may supplement and modify (collectively, the “Manuals”). From time to time, we may modify, add to or discontinue our designated Approved Services and Products, System Supplies, and/or our specifications, methods and procedures for the service, marketing and sale of Approved Services and Products.

You may only offer and sell the Approved Services and Products from a Mobile Stand on-site at third-party venues and events where mobile food vending is featured and that is authorized by us and located within your designated operating territory (each an “Authorized Event”). You are not authorized to operate the Franchised Business or provide the Approved Services and Products outside your operating territory unless it is at an event authorized by us in writing (each an “Out of Territory Event”).

Franchise Agreement~~Parents, Predecessors~~

You may enter into a Franchise Agreement in the form attached to this Disclosure Document as Exhibit E to develop and operate a Wild Bill's Business within an operating territory in conformity with the requirements of our System. At the time of signing the Franchise Agreement we will designate a geographic area comprising your operating territory.

Your right to use the System will be limited to offering and providing our Approved Services and Products within your operating territory using only our System Supplies, the Licensed Marks and the specifications and requirements set forth in our Manuals and as otherwise constituting a part of our System.

Our Parent and Affiliates

Bluewater, LLC—

Our parent company, Bluewater, LLC, (our “Parent Company”), was established on June 25, 2018, is a New Jersey limited liability company ~~has, and maintains a principal business address at 50 Division Avenue Building 1 of 904 Marcon Boulevard, Suite 42, Millington, New Jersey 07946. As part of a corporate restructuring, in 102 Allentown, Pennsylvania 18109. In July, 2018, our parent, Bluewater, LLC~~ Parent Company merged with our affiliate, Bluewater, Inc. and entered into an ~~Assignment of Membership Interest~~ assignment of membership interest agreement to acquire all of the ownership ~~interest~~ interests of Wild Bill's Soda Franchising, LLC. ~~Our parent currently~~ Our Parent Company is the owner of the Licensed Marks, owns and operates ~~7 Wild Bill's businesses. seven Wild Bill's Businesses, Bluewater, LLC may, but is not obligated to, sell certain initial equipment and/or financing to franchisees. Bluewater, LLC is not engaged in any other line of business and has not offered in the past and does not now offer franchises in any~~ lines of business.

Our former affiliate, Bluewater, Inc. ~~had., is a New Jersey corporation that~~ previously offered licenses to operate a Wild Bill's mobile ~~stand~~ stands. The license agreements Bluewater, Inc. entered into ~~are~~ were not franchises, since no initial fee is required to be paid, no continuing royalty fee is collected and no substantial operating or marketing assistance has been provided by us or Bluewater, Inc. to these operators. Under these operations agreements, the licensees purchase products from us at bona-fide wholesale prices. As of the date of this Disclosure Document, there is ~~currently 1~~ one licensee operating a Wild Bill's mobile stand. Bluewater, Inc. previously offered bottled soda products under the “Wild Bill's®” name and ~~mark~~ Licensed Marks to restaurants and other retailers, who then resold the Wild Bill's soda in addition to other products.

~~We have no predecessors.—~~

~~The Franchise Offered~~

~~We grant franchises for the right to operate a Wild Bill's business (the "Franchised Business").~~ Aces & Eights Capital, LLC

Our affiliate Aces & Eights Capital, LLC is a Delaware limited liability company established on August 15, 2025. This affiliate maintains a principal business address at 904 Marcon Boulevard, Suite 102, Allentown, Pennsylvania 18109 and offers financing options to qualified System franchisees. This affiliate has not in the past and does not now offer franchises in any lines of business.

~~The Franchised Business~~ consists of a mobile stand which sells collectible stainless steel mugs in different sizes with unlimited refills of our unique old fashioned soda. Our soda is a high quality soda beverage made using only the finest ingredients with pure cane sugar and less carbonation than other sodas and other related products. Our soda products are gluten and caffeine free. The Wild Bill's mobile stand is operated from events such as fairs, festivals, carnivals and other gatherings where mobile food vending is featured.—

Market and Competition

The market for ~~your~~the products and services ~~is offered by the Franchised Business~~ includes the general ~~consuming~~public. ~~participating in and attending fairs, festivals, carnivals, and other events authorized by us. You can expect to compete in your market with other food and beverage vendors and suppliers at events that offer soda and other cold beverages at the events you attend.—~~

~~Your Franchised Business will compete~~ The marketplace for event served sodas and beverages is highly competitive and seasonal in nature depending on the ~~basis of various factors such as price, service, location~~ of your operating territory, climate, and seasonality of events.

~~Industry~~, convenience and product quality. Additionally, you will compete with businesses ~~Specific Laws~~

Many states and local jurisdictions have laws, rules, and regulations ~~that may have stronger name recognition in your region. Your~~ apply to the Franchised Business—, including rules and regulations related to health and safety requirements concerning operation and transportation of a mobile beverage cart that serves carbonated and other beverages from taps. You must evaluate and obtain the necessary licenses, certification, permits and approval necessary to establish and operate the Franchised Business within your designated operating territory, including mercantile, food service, vendor, mobile concession, and food service related licenses and permits that may be required at federal, state, and local level within your operating territory.

~~You may also be affected by other factors, such as changes in consumer taste, economic conditions, population, and travel patterns.—~~

required to —

~~The market for our products is seasonal, with people tending to attend outdoor events when the weather is warmer.—~~

~~Industry-Specific Laws and Regulations~~

~~Your Franchised Business will be subject to various federal, state and local laws and regulations affecting the food service business including safety and health codes, refrigeration requirements, and packaging and labeling. Your Franchised Business must comply with all~~Department of Transportation, federal, and state and local health and sanitation laws and regulations. ~~State and local agencies routinely conduct inspections for compliance with these requirements. Your business will be subject to other laws and regulations, including obtaining various mercantile, food service, vendor and other licenses required by the municipalities in which the event takes place. You are also subject to laws related to the operation of commercial vehicles (transportation of mobile concessions stands and equipment, including potential licensure requirements from the Department of Transportation if the transportation of equipment used for the Franchised Business operates in more than one state).~~carbonation of beverages. You will also be subject to other laws ~~or~~and regulations that are not specific to the industry, but which apply to businesses generally, ~~including privacy~~labor, wage, hour, and overtime

laws. You should consult with your attorney ~~about~~ concerning these and other laws, rules and regulations that may affect ~~your~~ the operation of the Franchised Business ~~and investigate the application of these laws further.~~

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ITEM 2-
BUSINESS EXPERIENCE

Michael Quilty ~~—~~, Chief Executive Officer

Michael Quilty is our CEO and he has ~~been our Chief Executive Officer~~ served in this role since January, 2022. ~~He~~ Since August 2018 and continuing to date, Michael Quilty has ~~also~~ served as the ~~—~~

Chairman of our ~~parent~~Parent Company, Bluewater, LLC ~~since August, 2018 and its Chief Executive Officer since~~. Since May 2022, and continuing to date, Michael Quilty has served as the CEO of our Parent Company, Bluewater, LLC. From August, 2017 through August, 2018, Michael Quilty was the Chief Executive Officer of Mike & Mike Enterprises, LLC in Long Island, New York, which operated Wild Bill's businesses. ~~From~~Since January, 2014 through the present, ~~Mike~~and continuing to date, Michael Quilty has served as the President of Surrey Capital in Long Island, New York.

Roger de Lusignan, Chief Financial Officer

Roger de Lusignan is our CFO and he has served in this role since June 2022. Since June 2022 and continuing to date, Roger de Lusignan has served as CFO of our affiliate owned Bluewater, LLC Businesses located in Allentown, PA. Since January 2020 and continuing to May 2022, Roger de Lusignan was an independent consultant in Redwood City, CA.

Michael Russo, Chief Growth Officer

Michael Russo is our CGO and he has served in this role since January 2020. Since January 2020 and continuing to date, Michael Russo has served as Chief Growth Officer of our affiliate owned Bluewater, LLC. Businesses located in Allentown PA.

Chris Norvold, VP of Operations

Andrew St. Cyr is our Director of Operations, and he has served in this role since June 2025. Since June 2025 and continuing to date, Chris Norvold has served as VP of Operations of our affiliate Bluewater, LLC Businesses located in Allentown PA. Since May 2022 and continuing May of 2025, Chirs Norvold has served as Group General Manager of CJ Logistics America located in Allentown PA. From July 2017 to May 2022, Chris Norvold was Director of Operations at Ownes & Minor in Allentown, PA.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy ~~information~~ is required to be disclosed in this Item.

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ITEM 5- INITIAL FEES

~~The~~When you sign a Franchise Agreement you will pay to us a non-refundable initial franchise fee (the “Initial Franchise Fee”). The Initial Franchise Fee is \$49,500 for a geographic area that operates as a single territory with a population of approximately 2,000,000 people (each a “Territory”). The Initial Franchise Fee is fully earned by us upon payment. The method we use to calculate the Initial Franchise Fee is uniform ~~to~~for all franchisees. ~~The initial franchise fee for a standard Wild Bill’s franchise is \$40,000. If we permit you to increase franchises that we offer under this Disclosure Document, except, as described below.~~

Multi-Territory and Multi-Franchise Discounts

Subject to market type, availability, and our discretion, at the time of signing your Territory, the initial franchise fee shall ~~be increased by an~~Franchise Agreement, you may request the right to purchase additional \$15,000 per 1,000,000 people (above the \$40,000 initial fee for the first territories (each referred to as an “Additional Territory”) to be added to your Operating Territory and operated under one Franchise Agreement. Each Additional Territory will be comprised of a population of approximately 2,000,000 people). ~~In our previous fiscal year. When purchasing Additional Territories, the following initial franchise fees charged ranged from \$0-\$40,000. The initial franchise fee must be paid in full when you sign the~~shall apply: **Franchise Agreement**. The initial franchise fee is not refundable under any circumstance.

~~If you have received an honorable discharge from a branch of the United States Military, the initial franchise fee shall be reduced to \$20,000. You will be required to pay \$5,000 when you sign the Franchise Agreement and the remaining balance of the initial franchise fee shall be paid in three annual payments, beginning on the first year anniversary of the effective date of your Franchise Agreement.~~

Total Territories Purchased	Initial Franchise Fee per Territory	Cumulative Fee (Includes First Territory)
1	\$ 49,500	\$49,500
2	\$ 46,500	\$93,000
3	\$ 43,500	\$130,500

Subject to market type, availability, and our discretion. If you elect to simultaneously enter multiple Franchise Agreements, we will apply the same Territory discounts as set forth above.

Opening Inventory

You must purchase from us or our affiliate your initial opening inventory of syrup, mugs, shirts, merchandise, and other and other System Supplies. We estimate the cost of this initial opening inventory to be \$15,000 to \$35,000. These fees will be fully earned by us upon payment and are non-refundable.

Equipment

~~Our parent, Bluewater, LLC may, but is not obligated to, sell some~~You must purchase from us or all of your necessary our affiliate initial equipment ~~to you~~comprised of an equipped Mobile Stand and trailer as designated by us. We estimate the cost ~~will range from \$0-\$111~~of this initial equipment to be \$30,000 to \$125,000. These costs ~~fees will be~~ fully earned by us upon payment and ~~are paid in full and are not non-refundable under any circumstance.~~

Initial Inventory

~~You must purchase your opening inventory of syrup, mugs, shirts and other merchandise to be offered at your mobile stand(s) from us. The cost for these items ranges from \$14,000-\$17,000. This amount must be paid in full and is not refundable under any circumstance.~~

~~There are no other purchases from or payments to us or any affiliate of ours that you must make before you open for business.~~

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ITEM 6-
OTHER FEES

Type of Fee (Note 1)	Amount	Due Date	Remarks
Royalty (Notes 2 and 3)	Minimum fixed fee Annual Royalty Fee Requirements based on number of Territories and time. Royalty Fee is subject to a Royalty Fee Discount for satisfaction of Beverage Purchase Requirements	January 15 of each year for the prior year	Will be debited automatically from your bank account by ACH or other means designated by us See, Notes 2 and 3 for Minimum Annual Royalty Fee Requirements, Qualified Beverage Purchase Requirements, and Royalty Fee Discount
Out -of-Territory Event Royalty	3% to 15% of Gross Sales for an Out of Territory Event, as pre-negotiated and approved by us prior to the event	On demand	Will be debited automatically from your bank account by ACH or other means designated by us. Excluded from the Royalty Fee Discount. Separate from and in addition to the Minimum Annual Royalty Fee Requirement. See Note 2.
Brand Development Fund	Payable annually based on the number of Territories comprising your Operating Territory: \$3,000 per year for 1 Territory; \$6,000 per year for 2 Territories; \$9,000 per year for 3 Territories;	January 15 of each year for the prior year	Will be debited automatically from your bank account by ACH or other means designated by us. Payable annually and is subject to annual increases at a rate not to exceed the percentage increase in the Consumer Price Index ("CPI") for the applicable year.
Additional Employee Initial Training	Our then current training fee, currently \$500 per person per day. This fee will not increase more than 25% annually.	When invoiced, prior to training	Our initial pre-opening training is provided at no additional cost for you or your Managing Owner and one designated manager. This fee applies to additional individuals that we authorize to attend initial training.
Supplemental Training	Our then current trainer fee, currently \$500 per day plus our expenses. This fee will not increase more than 25% annually.	When invoiced, prior to training	If you request or we require additional training, you must pay our then current trainer fee plus, if applicable, our expenses are related to travel and accommodations.
Territory Encroachment	\$3,000 plus the total gross sales associated with all services and products associated with or provided outside of your operating territory and without our express written approval.	On Demand	Will be debited automatically from your bank account by ACH or other means designated by us

Unauthorized Out-of-Territory Event Surcharge	Up to 28% of Gross Sales attributable to the Unauthorized Out-of-Territory Event	On Demand	Applies if you operate the Franchised Business outside your Operating Territory without our prior written authorization. Payable in addition to the Territory Encroachment Fee and all other remedies available to us under the Franchise Agreement.
Reporting Non-Compliance	\$150 per occurrence	14 days of invoice	Payable for failure to timely submit Royalty and Activity Reports, and other reports and financial statements as required under Franchise Agreement.
Operations Non-Compliance	\$450 to \$1,000 per occurrence	14 days of invoice	Payable for failure to comply with operational standards as required under Franchise Agreement, plus inspection and re-inspection costs incurred by us.
Payment Non-Compliance	\$150 per occurrence	14 days of invoice	Payable for failure to timely pay, when due, a fee or payment due to us under the Franchise Agreement, plus interest, costs and legal fees.
Interest	18% per annum from due date	On demand	Payable on all overdue amounts, fees, charges, and payments due to us under the Franchise Agreement. Interest rate cannot exceed legal rate allowed by law and may be adjusted to reflect same.
Audit	Reimbursement of Actual Costs of Audit	On demand	For costs incurred by us for each financial audit, provided the audit determines underreporting of 2% or greater during any designated period. Includes expenses incurred by us including audit, legal, travel and reasonable accommodations.
Quality Assurance Audit	Reimbursement of Actual Costs of Quality Assurance Audit	As invoiced	Payable to us if we elect to perform or designate a third party to perform periodic quality assurance audits, including mystery shopper type inspections and programs. Includes costs and expenses of re-inspections.
Collections	Reimbursement of Actual Costs of Collections	On demand	For costs and expenses incurred by us in collecting fees due to us or to enforce the terms of the Franchise Agreement or a termination of the Franchise Agreement.

Supplier Review	Reimbursement of Actual Costs of Supplier Review	Within 14 days of invoice	For costs incurred by us to review and evaluate a potential supplier, product, or service that you submit to us for approval.
Management Service	10% of Gross Sales plus Actual costs incurred by us	As invoiced	Payable if we elect to manage the Franchised Business due to a failure by you to have the Franchised Business managed by an authorized Managing Owner or Manager.
Transfer	\$10,000	On demand	Payable if we approve your transfer request and upon signing our then current Franchise Agreement.
Renewal	The greater of: (i) 15% of the then current initial franchise fee, or (ii) \$7,500	Prior to renewal	Payable if we approve your renewal request and upon signing our then current Franchise Agreement.

Explanatory Notes to Item 6

Note 1: Type of Fee – The above table describes fees and payments that you must pay to us, our affiliates, or that our affiliates may impose or collect on behalf of a third party. All fees are uniformly imposed for all franchises offered under this Disclosure Document, are recurring, are not refundable, and are payable to us, unless otherwise specified. Payment is subject to our specification and instruction, including, our election to have all fees automatically drafted from your business bank account or automatically debited or charged to your business bank account. You will be required to sign an ACH Authorization Form (Franchise Agreement, Exhibit 4) permitting us to electronically debit your designated bank account for payment of all fees payable to us and/or our affiliates. You must deposit the Gross Sales of your Wild Bill's Business into the designated bank accounts that are subject to our ACH authorization. You must install and use, at your expense, the pre-authorized payment, point of sale, credit card processing, automatic payment, automated banking, electronic debit and/or electronic funds transfer systems that we designate and require in the operation of your Wild Bill's Business. You must pay all service charges and fees charged to you by your bank so that we may electronically debit your bank account.

Note 2: Royalty Fees – You must pay to us a continuing royalty fee (the “Royalty Fee”). The Royalty Fee is payable annually and is equal to your then applicable minimum annual Royalty Fee requirement (the “Minimum Annual Royalty Fee Requirement”). The Minimum Annual Royalty Fee Requirement depends on the number of Territories located within your Operating Territory. The Minimum Annual Royalty Fee Requirement is determined in accordance with the following schedule:

Minimum Annual Royalty Fee Requirement							
Number of Territories			Year 1	Year 2	Year 3	Year 4	Year 5 and each year thereafter*
1			\$10,000 per annual period	\$20,000 per annual period	\$35,000 per annual period	\$50,000 per annual period	\$60,000 per annual period
2			\$20,000 per annual period	\$40,000 per annual period	\$70,000 per annual period	\$100,000 per annual period	\$120,000 per annual period

3			\$30,000 per annual period	\$60,000 per annual period	\$105,000 per annual period	\$150,000 per annual period	\$180,000 per annual period
			* Upon renewal, we reserve the right to increase the Minimum Annual Royalty Fee Requirements and Annual Qualified Beverage Purchase Requirements, subject to a cap equal to the greater of: (a) the amounts then charged to new franchisees; or (b) a cumulative increase of 7% per year, compounded annually, measured from the amounts in effect during the final year of the prior term.				

Royalty Fee Discount – On an annual basis, at the time we calculate and determine your Royalty Fee (excluding Royalty Fees attributable to Out of Territory Events), we will apply a discount to your Royalty Fee (the “Royalty Fee Discount”) on a pro rata basis based on your satisfaction of our minimum annual purchase requirements for (a) soda syrups, (b) canned soda, and (c) reusable mugs, as designated by us and purchased from and paid to us during the applicable calendar year (the “Qualified Beverage Purchase Requirements”). The minimum amount of your Qualified Beverage Purchase Requirements depends on the number of Territories within your Operating Territory and is determined in accordance with the following schedule:

Annual Qualified Beverage Purchase Requirements							
Number of Territories		Year 1		Year 2	Year 3	Year 4	Year 5 and each year thereafter*
1		\$25,000 per annual period		\$50,000 per annual period	\$87,500 per annual period	\$125,000 per annual period	\$150,000 per annual period
2		\$50,000 per annual period		\$100,000 per annual period	\$175,000 per annual period	\$250,000 per annual period	\$300,000 per annual period
	3	\$75,000 per annual period		\$150,000 per annual period	\$262,000 per annual period	\$375,000 per annual period	\$450,000 per annual period
			* Upon renewal, we reserve the right to increase the Minimum Annual Royalty Fee Requirements and Annual Qualified Beverage Purchase Requirements, subject to a cap equal to the greater of: (a) the amounts then charged to new franchisees; or (b) a cumulative increase of 7% per year, compounded annually, measured from the amounts in effect during the final year of the prior term.				

General Note: All fees are imposed by and are payable to us. The fees and costs in this Item 6 may not be uniform as to all persons currently being offered a franchise. All fees are nonrefundable.

Note 1: “Gross Revenues” are defined in the Franchise Agreement to include all income of any type or nature and from any source that you derive or receive directly or indirectly from, through, by or on account of the operation of your Franchised Business at any time after the signing of your Franchise Agreement, in whatever form and from whatever source, including but not limited to cash, services, in kind from barter and/or exchange, on credit or otherwise as well as business interruption insurance proceeds, all without deduction for expenses including marketing expenses and taxes. However, for purposes of the Royalty only, the For purposes of measuring compliance with the Qualified Beverage Purchase Requirements and Minimum Annual Royalty Fee Requirements, the Year 1 annual period begins on the earlier of (i) your actual business commencement date or (ii) the scheduled business commencement date specified in the Franchise Agreement and ends on December 31 of that calendar year. The Year 1 Qualified Beverage Purchase Requirement and Minimum Royalty

Requirement will be prorated based on your actual or designated business commencement date.

If you satisfy or exceed your applicable Annual Qualified Beverage Purchase Requirement for an annual period, each a calendar year, your Royalty Fee for that calendar year (excluding Royalty Fees attributable to Out-of-Territory Events) will be reduced by one hundred percent (100%). If you do not satisfy your applicable Annual Qualified Beverage Purchase Requirement, your Royalty Fee for the applicable calendar year will be reduced on a pro rata basis, equal to the percentage of the Qualified Beverage Purchase Requirement that you satisfied.

Qualified Beverage Purchase Requirements are calculated in United States Dollars and are based solely on amounts timely paid by you to us for Qualified Beverage Purchases, excluding applicable sales or use taxes, delivery, shipping, and handling charges, and any credits, rebates, refunds, or chargebacks. Qualified Beverage Purchases may not be carried over from one calendar year to another or from any other period.

For example and for demonstration purposes only, if a hypothetical franchisee's Annual Qualified Beverage Purchase Requirement is \$43,750, and the franchisee makes \$30,000 in Qualified Beverage Purchases during the applicable calendar year, the franchisee will be deemed to have satisfied 68.57% of its Qualified Beverage Purchase Requirement. Accordingly, the franchisee's Royalty Fee for that calendar year will be reduced by 68.57%.

Note 3: Gross Sales – “Gross Sales” means the total dollar sales from all business and customers of your Wild Bill's Business and includes the total gross amount of revenues, receipts, and sales from whatever source derived, whether in form of cash, credit, agreements to pay or other consideration including the actual retail value of any goods or services traded, borrowed, or received by you in exchange for any form of non-money consideration (whether or not payment is received at the time of the sale), from or derived by you or any other person or Corporate Entity from business conducted or which started in, on, from or through your Wild Bill's Business and/or your Operating Territory, whether such business is conducted in compliance with or in violation of the terms of the Franchise Agreement. Gross Sales include the total gross amount of revenues, receipts, and sales from whatever source derived from and/or derived by you including, any person and/or Corporate Entity acting on your behalf, from business conducted within and/or outside your Operating Territory that is related to your Wild Bill's Business and/or a competitive business located and/or operated within your Operating Territory, outside your Operating Territory, and/or otherwise. Gross Sales do not include (a) sales taxes that you collect and remit to the proper taxing authority; and (b) authorized promotional discounts that you provide to customers.

~~definition of Gross Revenues does not include (i) sales tax that is collected from customers and actually transmitted to the appropriate taxing authorities or (ii) any revenue you receive from the sale of products or items that you are required to purchase directly from us or our parent or affiliate.—~~

~~Note 2: We require you to contribute \$2,000 per year for each stand that you have in operation to the Brand Fund (“Brand Fund Contribution”). This contribution is not dependent on sales volume. We will have the right to increase the Brand Fund contribution requirement by an amount not to exceed the CPI Index increase each year. The Brand Fund contribution is due on July 1st each year or such other day as we may specify.—~~

~~Note 3: You must maintain accurate business records, reports, accounts, books and data relating to the operation of your Franchised Business. We have the right to inspect and/or audit your business records during normal business hours. If any audit reveals that you have understated any monies owed to us by 2% or more, or if you have failed to submit reports and/or remittances for any 2 reporting periods or you do not make them available when requested, you must pay the reasonable cost of the audit, including the cost of auditors and attorneys, together with amounts due for royalty and other fees as a result of the understated amounts due, including interest from the date when the monies should have been reported.—~~

~~Note 4: You will be required to pay us interest on any overdue amounts from the due date until paid at the lesser of 18% interest per year or the highest lawful interest rate. If we engage an attorney to collect any unpaid amounts (whether or not formal judicial proceedings are initiated), you must pay all reasonable attorneys' fees, court costs and collection expenses incurred by us. If you are in breach or default of any non-monetary material obligation and we engage an attorney to enforce our rights (whether or not formal judicial proceedings are initiated), you must pay all reasonable attorneys' fees, court costs and litigation expenses.—~~

~~Note 5: Training for you (or your operating principal if you are an entity) and up to 2 other persons is included in the franchise fee. However, you will be required to pay personal expenses, including transportation, lodging, meals and salaries for your employees. In our discretion, additional training may be provided to up to 3 additional person(s) if all are trained at the same time, or in conjunction with already scheduled training classes. If additional initial training is needed you must pay us our then-current tuition for each person to attend the additional initial training program beyond the tuition free allowances. The current tuition for attending our additional initial training for these persons is \$300 per person per day (or \$1,200 per person for the full training program if the additional initial training is done in conjunction with a regularly scheduled training class). We may require that you complete additional trainings as well. If we provide you with additional training, we reserve the right to charge you for such training. Additional or refresher training will be charged at our then-current rate, which as of the date of this disclosure document is \$500 per person per day. You are also responsible, at your own expense, to pay for all travel, room and board and wages for you and your employees during this training.—~~

~~Note 6: You must defend, indemnify and hold us and our related parties harmless from all fines, suits, proceedings, claims, demands, obligations or actions of any kind (including costs and reasonable attorneys' fees) arising from your ownership, operation or occupation of your business and premises, performance or breach of your obligations, breach of any representation or acts or omissions of you or your employees.—~~

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due		To Whom Payment is Made	
Initial Franchise Fee ^(Note 1)	\$49,500 – \$130,500	Lump sum	When Franchise Agreement is signed		Us	
Storage Unit Deposits ^(Note 2)	\$1,000 – \$1,500	As arranged	As incurred		Landlord	
Equipped Wild Bill's Mobile Stand and Trailer ^(Note 3)	\$30,000 – \$125,000	Lump Sum	Before Opening		Us, Parent Company, vehicle dealer, and/or suppliers	
Tow Vehicle ^(Note 4)	\$0 – \$6,100	As arranged	As incurred		Third-Party Suppliers	

Initial Inventory ^(Note 5)	\$15,000 – \$35,000	Lump Sum	Before Opening	Us, Parent Company, and/or suppliers		
Computer, Software, and Business Management System ^(Note 6)	\$650 – \$1,750	As arranged	As incurred	Suppliers		

Insurance Deposits – Three Months ^(Note 7)	\$2,000 – \$6,000	As arranged	As incurred	Insurers		
Travel for Initial Training ^(Note 8)	\$500 – \$3,000	As arranged	As incurred	Airlines, hotels, restaurants		

Professional Fees ^(Note 9)	\$0 – \$3,000	As arranged		As incurred	Attorneys, accountants, advisors	
Licenses and Permits ^(Note 10)	\$250 – \$400	As arranged		As incurred	Government	
Event Registration Fees ^(Note 11)	\$5,000 – \$10,000	As arranged		As incurred	Event promoters	

Additional Funds – Three Months (Note 12)	\$6,000 – \$15,000	As arranged	As incurred	Us, employees, suppliers, landlord	
Total Estimate (Note 13)	\$109,900 – \$337,250				

Explanatory Notes:—

8. ~~The initial franchise fee to Item 7 for a standard territory is-~~
~~\$40,000.~~Single Territory

1) ~~This estimate is for the costs for the development of a Franchised Business whose primary business is the operation of a mobile stand. The Franchised Business does not require a retail location to operate. The only real estate required is a basic warehouse space of approximately 500 square feet. It will be used for storage of inventory and for furniture and fixtures for a small office (which can be located either at the warehouse or in a home office). We do not anticipate that any construction will be needed for such a space. These estimates represent the cost to acquire furniture consisting of a desk, chair, and filing cabinets. The costs of the furniture and fixtures may differ depending on the material quality and on other factors.—~~

2) ~~These figures represent the purchase of the necessary equipment to provide the franchised services. The equipment consists of:—~~

- ~~• The mobile stand;—~~
- ~~• An enclosed trailer to transport the mobile stand;—~~
- ~~• A vehicle to tow the trailer; and—~~
- ~~• An electrical generator.—~~

~~The lower~~Note 1: Initial Franchise Fee – The Initial Franchise Fee ranges from \$49,500 for a Franchise Business that is authorized to operate in a single Territory to \$130,500 for a Franchised Business that is authorized to operate in the equivalent of 3 Territories.

Note 2: Storage Unit Deposits – The low end assumes you have a place to store inventory and trailer already. The high-end estimate is for the initial deposit and three months of rent for an approximate 500 square foot storage facility for the storage of your Mobile Stand, inventory, and supplies.

Note 3: Equipped Wild Bill's Stand and Trailer –This estimate is for the purchase of a: (a) Wild Bill's Branded Mobile Stand; (b) Installed equipment comprised, at the low end assuming a four head soda tap and on the high end a seven mobile barrel wagon; (c) enclosed trailer to transport the Mobile Stand; and (d) electrical gas generator. This estimate does not include taxes and delivery expenses. This estimate for one Mobile Stand and Trailer. Although not required, to meet your Annual Qualified Beverage Purchase Requirements we recommend that you purchase and operate multiple Mobile Stands and Trailers. You will incur additional expenses for each additional Mobil Stand and Trailer that you operate.

Note 4: Tow Vehicle– You must maintain and operate a service vehicle capable of towing your equipment trailer that meets our standard and specifications, be registered and insured as a commercial vehicle, and be in a relatively new and clean condition. Typical vehicles that we approve include those that are capable of towing a 10,000 pound trailer and include, for example, a Ford F250. The low end of this estimate assumes that you already own a vehicle capable of towing a 10,000 pound trailer (a Ford F250 is an example of a vehicle with this capacity). The low estimate also assumes that you begin your operation without a portable generator and focus your activities on events that provide electric hookups for vendors. The higher that meets our standards and specifications and can begin operation of your Franchised Business. The high end of this estimate assumes that you will have to purchasebe leasing a towused service vehicle with the above capacity and that you will acquire a portable generator immediately.valued at \$50,000 and included in this estimate is an initial lease deposit of \$4,000 and initial three months of lease installment payments of \$700. The costs listed here do not include any transportation or set up costs. ~~Transportation costs may vary significantly, depending on your proximity from New Jersey. Third-Third~~ party financing may be available for qualified candidates for some of ~~thesethe~~ equipment costs, however, with such financing comes associated costs and fees which will cause the cost to exceed what is indicated in this ~~chart~~.table.

Note 5: Initial Inventory – Your initial inventory comprised of mugs, soda syrup, merchandise, branded apparel and supplies.
Wild Bill's FDD 2025

3) Note 6: Computer, Software, and Business Management System –This estimate is for the cost to produce brand identification to be mounted to the outside of the trailer as well as the mobile stand.—

- 4) ~~You will need an iPad Cash Register and includes a general purposedesktop computer, iPad with a printer and high speedcellular wireless internet connection.access, printer, and the initial start-up license for our designated business management system (the "Business Management System"). The low end of this estimate assumes that you have a general purposedesktop computer and printer whichthat you can use for the businessutilize without purchasing a dedicated desktop computer.—~~
- 5) ~~This estimate is for the cost of the initial inventory to conduct events for the initial three months of your operation.—~~
- 6) ~~This estimate represents a three (3) month deposit of rent. The low estimate indicates a 500 square foot warehouse facility at a \$10.00 per foot rental rate while the high estimate indicates a 500 square foot warehouse facility at a \$12.00 per foot rental rate. Pre-paid rent is generally non—~~

~~refundable while security or other deposits may be refundable either in full or in part depending upon your lease or rental contract.~~ Wild Bill's Business.

7) ~~A credit check may be~~ Note 7: Insurance Deposits – Three Months – You are required to maintain minimum insurance coverage as designated by the issuing company prior to the initiation of services, or a higher deposit required for first time customers. These costs will vary depending on the type of services required for the facility and the municipality from which they are being contracted.—

9. ~~us.~~ This estimate is for the cost of an initial deposit in order to obtain the minimum required insurance. You should check with your local carrier for actual premium quotes and costs, as well as the actual cost of the deposit. The cost of coverage will vary based upon the area in which your Franchised Business will be located, your experience with the insurance carrier, the loss experience of the carrier and other factors beyond our control. You should also check with your insurance agent or broker regarding any additional insurance that you may want to carry. These figures are based on an average cost of the initial three months of monthly insurance installment premium payments. We recommend that you consult with your insurance agent before signing a Franchise Agreement. \$6,000 per year, \$500 per month average to insure our affiliate's location.—

8) This estimate is for the cost for you or your Operating Principal, plus two people to attend the initial training program held in Morris County New Jersey. We do not charge tuition for training up to three people, but you will be responsible for all costs associated with attending the initial training program for you and your staff. Your costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation and living expenses (food, transportation, etc.). The duration of the training program is four days. This estimate does not include cost of labor.—

~~Upon opening the Franchised Business, you will need to~~ Note 8: Travel for Initial Training – You must complete our pre-opening training program before opening your Wild Bill's Business. We do not charge a fee for our pre-opening initial training. This estimate is for estimated travel and lodging expenses that you will incur to attend our pre-opening initial training program.

Note 9: Professional Fees – The low end assumes you don't use professional services. The high end estimate is for costs associated with the engagement of professionals such as attorneys and accountants for advisories consistent with the start-up of a Wild Bill's Business. We recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this Disclosure Document, and the Franchise Agreement. It is also advisable to consult with these professionals to review any lease and other contracts that you will enter into as part of the development and operation of your Wild Bill's Business.

Note 10: Licenses and Permits – You must apply for, obtain, and maintain all required permits and licenses necessary to operate a Wild Bill's Business. The licenses will vary depending on local, municipal, county and state regulations.

10. Note 11: Event Registration Fees – You must secure vending spots for future events ~~inheld within your Operating Territory.~~ ~~These fees represent an~~ This estimate is for ~~advanced~~ advance payment of event registration fees for fairs, festivals, carnivals and other gatherings where mobile food vending is featured.

9) ~~These fees are representative of the costs for engagement of professionals such as attorneys and accountants for the initial review and advisories consistent with the start-up of a Franchised Business. We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this disclosure document and the Franchise Agreement. It is also advisable to consult these professionals to review any lease or other contracts that you will enter into as part of starting your Franchised Business.—~~

10) ~~You are responsible for applying for, obtaining and maintaining all required permits and licenses necessary to operate your Franchised Business. The figures represented here reflect the range of expenditures for licenses and permits to open a similar business in the state of New Jersey. Your state and municipality may be significantly higher.—~~

11) ~~This figure is primarily for printing a start-up order of stationery and business cards and a~~

supply of office materials.

12) Note 12: Additional Funds – This is an estimate of the ~~amount~~minimum recommended levels of additional funds that you may need to operate your Franchised Business during the first three (3) months after commencing operations. This estimate also includes such items as initial payroll and payroll taxes, Brand Development Fund

~~contributions, additional advertising, marketing and/or promotional activities, repairs and maintenance, bank charges, miscellaneous supplies and equipment, initial staff recruiting may be required to cover operating expenses, state tax such as employee salaries, inventory, rent, and license fees, deposits and prepaid expenses (if applicable) and other miscellaneous items as offset by utilities only for the revenue you earn from initial three month period following the Franchised opening of your Wild Bill's Business. This estimate does not include compensation to you or your owners and does not include interest, finance charges, or payments that may be incurred by you if you financed the development of your Wild Bill's Business. This is only an owner's salary or draw. The expenses you incur during the initial start-up period will depend on factors such as the time of the year that you open, both local economic and market conditions, as well as estimate for your business experience. This estimate initial three months of the amount of operations and more working capital and additional funds is based upon the historical experience of the locations owned by our parent and affiliate and our franchisees.~~

11. ~~In general, none of the expenses listed in the above chart are refundable, however deposits you must make to third parties may be refundable required depending on the third-party refund policies.~~ sales and performance of your Wild Bill's Business.

~~We do not offer direct or indirect financing to franchisees for any items included in this section, except as specifically stated herein.~~

Note 13: About Your Estimated Initial Investment – This is an estimate of the initial start-up expenses for a Wild Bill's Business. We have based these estimates on the experiences of our affiliate and franchisees in developing a Wild Bill's Business. These are only estimates and your costs and the range of those costs may vary. These estimates do not include interest and financing charges that you may incur and they do not include management level compensation payable to you or your owners. The estimates above reflect the initial investment required to commence operations with one (1) Mobile Stand and Trailer, regardless of the number of Territories comprising your Operating Territory. If you operate in multiple Territories, although not required, to meet your Annual Qualified Beverage Purchase Requirements and otherwise maximize the operations of your Franchised Business, we recommend that you purchase and operate multiple Mobile Stands and Trailers. You will incur additional expenses for each additional Mobil Stand and Trailer that you operate.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases

~~We have spent considerable time, effort and money to develop the Wild Bill's System. Your Franchised Business must conform to our high and uniform standards of quality, safety, cleanliness, appearance and service. We anticipate that our standards will change over time. You are expected to adhere to these changes.~~

~~You must purchase a mobile stand(s) that meets our standards and specifications, to be used in the operation of the Franchised Business. The interior and exterior of the mobile stand(s) must also be furnished and maintained in accordance with our standards and specifications.~~

~~You must purchase all beverage products, mugs, packaging and products, equipment, items and products containing the Proprietary Marks and other specified items and merchandise exclusively in accordance with our standards and specifications that will be disclosed to you in the Operations Manual or otherwise.~~

~~You must purchase these items from suppliers that we designate. We reserve the right to designate ourselves, our parent or our affiliates as the only approved supplier for the items noted above. Currently, there are no approved suppliers in which any of our officers or directors own an interest other than our parent. Currently, we or our parent or affiliate are the only approved supplier for syrup and mugs to be offered at your mobile stand(s). In the fiscal year ended December 31, 2024, we derived income of \$1,005,475 or 95% of our total revenue of~~

~~\$1,063,620 from the above products that we require to be purchased from us. Our parent and affiliates derived no revenue from required purchases.—~~

~~Those items for which we have neither designated nor approved suppliers must be purchased in—~~

~~accordance with our standards and specifications as described in the Operations Manual or otherwise. We have the right to modify specifications, standards, suppliers and approval criteria by providing you written notice. There is no limit on our right to do so.~~

~~We estimate that the current required purchases in accordance with our standards and specifications and designated suppliers are approximately 75%-79% of the cost to establish your Franchised Business and approximately 25%-35% of the ongoing operating expenses of your Franchised Business.~~

Approval of New Suppliers

~~If you desire to purchase any product or item for which approval is required from a supplier that is not on our approved supplier list, you must request approval of the item or supplier in writing, and we will evaluate the supplier and/or item for approval. Although we are not contractually bound to evaluate any supplier or item within a definite time period, we will make a good faith effort to evaluate the supplier or item and to notify you of approval or disapproval within 30 days from the date we receive your written request.~~

~~Before approving any supplier, we may take into consideration: a) consistency of products and/or name brands, b) economies of scale achieved by larger volumes, and c) certain other benefits that a particular supplier may offer, such as new product development capability. When approving a supplier, we take into consideration the System as a whole, which means that certain franchisees may pay higher prices than they could receive from another supplier that is not approved. We reserve the right to withhold approval of a supplier for any reason. We do not release our standards and specifications or criteria for supplier approval to System franchisees.~~

~~You may not purchase any item from any supplier for which approval is required until you have first received written notification of our approval. You must pay any testing costs charged by us or any testing facility used by us. You must also pay us an evaluation fee (currently a minimum of \$500 plus our costs of evaluating the proposed supplier or item, regardless of whether we approve the supplier or item. This evaluation fee will be refunded if we approve the supplier or item for use by the entire System.~~

~~We may withdraw our approval at any time if any supplier's performance does not meet our criteria, if we change our specifications, standards or requirements or for other reasons.~~

Revenues of Franchisor and Affiliates

~~We and our parents and affiliates may derive income or revenue from franchisee purchases. We and/or our parents and affiliates have the right to receive payments from any supplier or distributor to you or to other franchisees within our franchise system and to use these monies without restriction and as we deem appropriate. Other than income derived from required~~

~~purchases of products from us described above, we and our parents and affiliates have not received any revenues from sales of products, from sales directly to franchisees, sales directly to authorized distributors or from fees or rebates received from vendors as of the date of this Disclosure Document.~~

Advertising

~~All advertising and promotion of your Franchised Business must conform to our specifications and standards and must be approved by us in advance. You must submit to us for our approval copies of all advertising and promotional materials including business cards, signs, displays and mailouts.~~

Computer Requirements

~~You must purchase a tablet computer with mobile internet access (e.g., an Ipad) for access to our approved sales tracking system. We also currently require you to subscribe to and use Quickbooks online. You may purchase the computer hardware and software from any supplier, if the equipment meets our specifications. We estimate the cost to range from \$650 to \$1,750.~~

Insurance Requirements

~~You must obtain and keep in force at a minimum the insurance we require in the Operations Manual or otherwise. The mandatory insurance currently includes: (i) You may only offer and sell the Approved Services and Products that we designate and you may only use those products, supplies, equipment, technology systems, and services that we authorize and designate in writing. To ensure that our standards and specifications of quality, service and System development are maintained, you must operate your Wild Bill's Business in strict conformity with the Franchise Agreement and the methods, standards, specifications and sources of supply that we designate and prescribe in the Manuals.~~

Source Restricted Purchases and Leases – Generally

~~We require that you purchase or lease certain source restricted goods and services for the development and operation of your Wild Bill's Business. Source restricted goods and services are goods and services that must meet our specifications and/or must be purchased from an approved or designated supplier. We may designate a supplier (which may include us or our affiliates) as the exclusive supplier for the System. Our specifications and list of approved and designated suppliers is contained in our Manuals. We will notify you of any changes to our specifications or list of approved or designated suppliers. We may notify you of these changes in various ways, including written or electronic correspondence, amendments and updates to our Manuals, verbal and other forms of communication. We formulate and modify our standards and specifications for products and services based on our industry experience and our management decisions as to the overall operation and expansion of the System or as we may otherwise designate and approve in writing. If we have previously approved a supplier, and their standards fall below our designated standards, we will revoke our approval. We will notify you in writing of us revoking our approval.~~

Suppliers and Supplier Criteria

~~We may designate ourselves and our affiliates as exclusive suppliers of source restricted goods and services. We may designate ourselves or a third party as exclusive supplier irrespective of the existence of competing suppliers. If, in the Manuals, we do not designate a supplier for a particular item, you will purchase all such products, supplies and services from suppliers who meet our specifications and standards.~~

~~We, our affiliate, or our Parent Company, Bluewater, LLC, are currently designated as approved suppliers of syrups and mugs. Except for syrups and mugs, currently, we are not and our affiliates are not approved suppliers of the source restricted goods and services identified below. Except as to List of Item 2 Individuals with Ownership Interests, no officer of ours currently owns an interest in any of our designated suppliers.~~

System Supplies, including soda syrups, canned soda, and reusable mugs must be purchased exclusively from Franchisor or Franchisor's designated affiliate or approved third-party supplier. Franchisee may not purchase System Supplies from any other source, regardless of whether such source offers products that are identical or equivalent in quality or specification. Franchisor or Franchisor's affiliate or designated third-party supplier is the exclusive approved source for Core Products.

If you want to purchase or lease a source restricted item from a supplier that has not been previously approved or designated by us in writing, you must send us a written request for approval and submit additional information that we may request. We may charge you a supplier review and testing fee and we may request that you send us samples from the supplier for testing and documentation from the supplier for evaluation. We may also require, subject to our discretion, that we be allowed to inspect the supplier's facilities. We will notify you of our approval or disapproval within a reasonable time, not to exceed 60 days, after we receive your written request for approval and all additional information and samples that we may request. We may, in our discretion, withhold our approval. When evaluating the approval of a particular supplier, among other things, we consider: whether the supplier can demonstrate to our reasonable satisfaction the ability to meet our standards, specifications and production requirements, the supplier's quality control, whether or not we are the exclusive supplier of the particular item, whether or not our affiliate or affiliates are the exclusive supplier of the particular item, and whether or not the supplier's approval, in our sole determination, will allow us to advance the overall interests of the System.

We estimate that your purchase of goods and services from suppliers according to our specifications, including your purchase of goods or services from our designated exclusive suppliers to represent approximately 75% to 79% of your total purchases and leases in establishing the Franchised Business and approximately 25% to 35% of the on-going operating expenses of the Franchised Business. We currently require that you purchase or lease the following source restricted goods and services from either us or our designated supplier:

1. System Supplies – You must maintain an initial and ongoing inventory of System Supplies. You must purchase the System Supplies, as designated by us, from us, our affiliates, and/or our designated suppliers.

2. Branded Items and Marketing Materials – All materials bearing the Licensed Marks including, but not limited to, stationary, business cards, brochures, apparel, signs and displays, must meet our standards and specifications and must be purchased from us directly or our designated suppliers. All of your marketing materials must comply with our standards and specifications and must be approved by us before you use them. You may market your Wild Bill's Business through approved digital media and social media platforms provided that you do so in accordance with our digital media and social media policies. You must purchase all branded marketing materials from either us or our designated exclusive supplier. We may require that you exclusively use, at your cost, our designated supplier for social and digital media marketing services and exclusively use, at your cost, our social media platforms, vendors and marketing channels.

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3. Business Management System and Computer Equipment – Currently you are required to purchase, license and utilize a Square Franchisee point of sale and Business Management System with one configured hardware terminal. You must purchase and maintain a computer system at your administrative office.

4. Computer System – You must purchase and maintain a desktop computer system at your administrative office and an iPad that maintains cellular internet access for each dispatched user/service vehicle that you operate. In general, you will be required to obtain a computer system that will consist of certain hardware, software, and peripheral devices such as printers. You will be required to meet our requirements involving back office and point of sale systems, security systems, printers, back-up systems, and high-speed internet access.

5. Mobile Stand – Approved Services and Products may only be offered and provided from Mobile Stands approved by us and sold by us or our affiliate. The Mobile Stand is a proprietary branded asset of the Wild Bill's System and must be purchased exclusively from Franchisor or Franchisor's designated affiliate. No substitutions or third-party Mobile Stands are permitted, regardless of similarity to the Franchisor-approved Mobile Stand specifications.

6. Tow Vehicle – Your service vehicle, used for towing your Mobile Stand, must meet our standards and specifications.

7. Credit Card Processing – You must use our designated supplier and vendor for credit card processing which may be integrated with the point of sale system that we designate.

9. Insurance – You must obtain the insurance coverage that we require from time to time as presently disclosed in the Manuals and as we may modify. All insurance policies required under your Franchise Agreement and as set forth

in the Franchise Agreement must be written by a responsible carrier, reasonably acceptable to us, and all insurance (excluding workers' compensation) must name us, our officers, directors, shareholders, partners, agents, representatives and independent contractors as additional insureds. The insurance policies must include a provision that the insurance carrier must provide us with no less than 30 days' prior written notice in the event of a material alteration to, or cancellation of, any insurance policy. A certificate of insurance must be furnished by you to use at the earlier of 90 days after the Effective Date of the Franchise Agreement or prior to the commencement of our initial training program. Insurance coverage must be at least as **comprehensive** as the minimum requirements set forth below and in the Franchise Agreement (Franchise Agreement, Article 8). You must consult your carrier representative to determine the level of coverage necessary for the Franchised Business. Higher exposures may require higher limits.

Insurance Requirements

- a) ~~Comprehensive general liability insurance covering property damage, with limits of coverage of not less than \$1,000,000 single limit coverage for~~, written on an occurrence basis, extended to include contractual liability, products and completed operations, and ~~personal and advertising injury, with a combined bodily injury and property damage limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and;~~
- b) Statutory workers' compensation insurance as required by the law of the state in which the Franchised Business is located, with a limit of at least \$500,000 ~~for property damage; (ii) an umbrella policy with policy limits of \$1,000,000; (iii);~~
- c) ~~Business automobile liability coverage~~insurance, including ~~liability insurance coverage of owned, for hired and non-owned, and hired vehicles automobiles~~, with minimum limits of liability at the greater of the following: (xi) the amount required by all applicable state and federal laws or (yii) \$1,000,000 for each person killed or injured; and, subject to that limit for each person, a total minimum liability of \$2,000,000 for any number of persons injured or killed in one accident, and a minimum limit of \$300,000 for ~~bodily injury; and destructions~~destructions or loss of use of property of third persons; as ~~thea~~ result of any one ~~accident; and (iv) worker's compensation insurance as occurrence;~~
- d) Commercial umbrella liability insurance with a total liability limit of at least \$1,000,000;
- e) All other insurance that we require in the Manuals or that is required by law or by the ~~laws of the state in which lease or sublease for the Franchised Business is operated and employer's liability insurance with a limit per claim of not less than \$500,000;~~
- f) If any event contract requires you to purchase insurance with higher limits than those we require, the event-requirements will control;
- g) All insurance policies must contain a separate endorsement naming us as an additional insured and must be written by an insurance carrier accepted in writing by us;
- h) No insurance policy may be subject to cancellation, termination, non-renewal or material-modification, except upon at least 30 days' prior written notice from the insurance carrier to us;
- i) Upon request, you must provide us with a currently issued certificate of insurance or policy-evidencing coverage in conformity with our requirements;
- j) If you elect to have any Mobile Stand shipped to your location, we require that you obtain "inland marine insurance" in the amount of the purchase price of the Mobile Stand; and
- k) We may increase or otherwise modify the minimum insurance requirements upon 30 days' prior written notice to you, and you must comply with any modification.

~~If you elect to have any Mobile Stand shipped to your location, we require that you obtain “inland marine insurance” in the amount of the purchase price of the Mobile Stand.—~~

~~**Purchasing or Distribution**~~
~~**Purchase Agreements and Cooperatives**~~

~~We may, in our discretion, negotiate purchase arrangements with some of our suppliers (agreements, including price terms, with designated suppliers for source restricted goods and product allocations) for services on behalf of the benefit of System franchisees, but. We may establish preferred vendor programs with suppliers on behalf of some or all of the Wild Bill’s Businesses under the System and, in doing so, we may limit the number of approved vendors and/or suppliers that you may purchase from and we may designate one vendor as your sole supplier. Presently there are under no obligation to do so. Therepurchase or supply agreements in effect for source restricted products or services and there are currently no purchasing or distribution cooperatives related that you must join. You will not receive any material benefits for using our designated or approved suppliers.~~

~~**Our Right to Receive Compensation and Our Revenue from Source Restricted Purchases**~~

~~We and/or our affiliates may receive rebates, payments and other material benefits from suppliers based on franchisee purchases and we reserve the right to the System institute and expand rebate programs in the future. We do not provide our franchisees with any material benefits based on a franchisee’s purchase of particular products or services or use of particular suppliers.~~

~~**Material Benefits**~~

~~We do not provide material benefits to franchisees, such as renewal rights or ability to purchase additional franchises, based on your use of approved or designated sources.—~~

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ITEM 9-
FRANCHISEE'S OBLIGATIONS

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

Obligation	Articles in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	2, 3.C.	7, 11
b. Pre-opening purchases and leases	3, 8	7, 8
c. Site development and other pre-opening requirements	3, 4, 7.F., 7.G., 7.I., 7.J., 8, 9	6, 7, 11
d. Initial and ongoing training	4, 7.I., 14.C., 14.D.	11
e. Opening	2, 3, 4, 7, 9	11
f. Fees	3, 4.A., 5, 7.F., 7.J., 8, 9, 10, 12, 13, 14, 15, 16, 18.N.	5, 6, 7
g. Compliance with standards and policies/manual	3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13	8, 11
h. Trademarks and proprietary information	6, 11	13, 14
i. Restrictions on products and services offered	3, 4.C., 7	8, 11, 16
j. Warranty and customer service requirements	3.L., 7	16
k. Territorial development and sales quotas	2, 3	12
l. Ongoing product and service purchases	3, 4.C., 5, 7	8
m. Maintenance, appearance and remodeling requirements	3, 7	7, 17
n. Insurance	8	7, 8
o. Advertising	3.G., 4.B., 7, 9, 11	6, 8, 11
p. Indemnification	10, 11.E.	6, 13
q. Owner's participation, management, staffing	4, 6, 7	11, 15
r. Records and reports	5, 9, 12, 13	6
s. Inspections and audits	5.D., 7.J., 13	6, 11
t. Transfer	14	17
u. Renewal	15	17
v. Post-termination obligations	6, 10, 11, 17, 18	17
w. Non-competition covenants	6, 17, 18	17
x. Dispute resolution	18.F., 18.G.	17
y. Individual guarantee of franchise obligations	2.C., 4, 6, 7.I., 14.C., 14.D., 14.E., 16.D., 17.C.	9

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ITEM 10
FINANCING

Wild Bill's FDD-2025—

We do not offer direct financing to franchisees. However, our affiliate, Aces & Eights Capital, LLC, a Delaware limited liability company with its principal place of business at 904 Marcon Boulevard, Suite 102, Allentown, Pennsylvania 18109 ("Aces & Eights"), may offer direct financing to qualified franchisees for the initial franchise fee and the purchase of a Mobile Stand. Neither we nor Aces & Eights are obligated to offer financing to any franchisee, and the availability of financing is subject to credit approval and such other conditions as Aces & Eights may establish from time to time. We reserve the right to form or designate additional affiliates as potential lenders in the future.

Financing provided by Aces & Eights is to be used solely in connection with the Franchised Business, specifically for payment of the initial franchise fee and the purchase of a Mobile Stand. On the Issue Date of the Promissory Note, Aces & Eights will pay the initial franchise fee directly to us and the Mobile Stand purchase price directly to the seller of the Mobile Stand on your behalf.

To qualify for financing through Aces & Eights, you must enter into the applicable loan documents at the time of executing the Franchise Agreement. If you receive financing for your initial franchise fee and/or Mobile Stand, you are required to open your Wild Bill's Business within six months of receipt of funding.

The following table summarizes the terms of financing currently offered by Aces & Eights. These terms are subject to change and not all applicants will qualify.

Lender	Aces & Eights Capital, LLC (affiliate of Wild Bill's Soda Franchising, LLC)
Item(s) Financed	Initial Franchise Fee and/or Mobile Stand purchase
Amount Financed	\$50,000 to \$125,000
Down Payment	20% of the financed amount, plus applicable sales tax and freight costs
Term	<i>Up to 60 months (5 years) from the Issue Date</i>
Interest Rate	<i>Fixed rate of up to 14.5% per annum</i>
Late Charge	5% of any payment not received within 10 days of its due date
Payment Terms	Consecutive monthly payments of principal and interest, beginning on a date designated in the Promissory Note and continuing on the same day of each month thereafter. Payments are applied first to accrued interest and then to principal. No prepayment penalty.
Payment Method	Aces & Eights will debit payments by electronic funds transfer (ACH) from your designated business bank account. You must execute an ACH authorization agreement as a condition of financing.
Security Required	Personal Guaranty of all owners and their spouses; Loan and Security Agreement granting a first-priority security interest in the Mobile Stand and all equipment of the Franchised Business, including after-acquired property; UCC-1 Financing Statement filed with the appropriate governmental authority

Lien on Mobile Stand	You must take all actions necessary to cause Aces & Eights to be named as the sole and first lienholder on the certificate of title for the Mobile Stand within 10 days of purchase.	
Assignment	Aces & Eights may, without notice to or consent from you, transfer or assign the loan documents or any interest therein. Each assignee shall have all of the rights (but none of the obligations) of Aces & Eights under the loan documents. We currently have no plans to sell or assign your Note, but reserve the right to do so	
Liability Upon Default	Upon an Event of Default, Aces & Eights may: (i) declare all outstanding indebtedness immediately due and payable; (ii) take possession of the Mobile Stand and all Collateral without demand or legal process; (iii) enter your premises and remove the Collateral; (iv) sell or lease the Collateral and apply net proceeds to your outstanding indebtedness; and (v) exercise all rights of a secured party under the Uniform Commercial Code. All remedies are cumulative.	
Acceleration Upon Franchise Termination	If you discontinue operation of your Franchised Business, transfer or assign any rights under your Franchise Agreement, or if your Franchise Agreement is terminated for any reason, the entire unpaid principal balance plus all accrued interest shall, at the election of Aces & Eights, become immediately due and payable.	
Loss of Legal Rights Upon Default	You waive demand, notice, presentment, protest, notice of dishonor, and all other notices of any kind. You also waive any defense based on the statute of limitations and consent to a confessed judgment being taken against you upon default	
Waiver of Jury Trial	You waive your right to a trial by jury in any proceeding instituted by Aces & Eights under the Promissory Note, Loan and Security Agreement, and/or other loan documents.	
Governing Law	You waive your right to a trial by jury in any proceeding instituted by Aces & Eights under the Promissory Note, Loan and Security Agreement, and/or other loan documents.	
Referral Fee	None — Aces & Eights is our affiliate.	

Guaranty Obligations

If you are a business entity, each owner, member, shareholder, and partner — and their spouses, where required — must execute a personal Guaranty Agreement in favor of Aces & Eights, unconditionally, irrevocably, and jointly and severally guaranteeing the full and prompt payment of all amounts due under the Promissory Note and Loan Documents. Aces & Eights may, in its sole discretion, proceed to enforce the Guaranty directly against any Guarantor without first pursuing or exhausting its rights against you or any other person, and without joining you as a party in any action.

As a Guarantor, you waive all defenses based upon suretyship, including notice of acceptance of the Guaranty, presentment, demand, protest, notice of dishonor, and any and all other notices of any kind with respect to the

guaranteed obligations.

Each Guarantor agrees to indemnify, defend, and hold harmless Aces & Eights from and against all liabilities, losses, and expenses — including reasonable attorneys' fees — incurred in connection with any breach or non-performance of the Guaranty Agreement or in connection with collection or enforcement of the guaranteed obligations.

Corporate Borrowers — Resolution Requirement

If you are borrowing as a business entity, your entity must adopt and deliver to Aces & Eights a Corporate Resolution (or equivalent authorization document for your entity type) authorizing your entity to enter into the loan transaction, authorizing your Manager or authorized officer to execute and deliver the Promissory Note, Loan and Security Agreement, Guaranty Agreement, and any other documents necessary to consummate the financing.

Indirect Financing

We may also refer you to third-party lenders or financing sources for the financing of items not covered by Aces & Eights' direct financing program. If we refer you to a third-party lender and receive a referral fee or other compensation in connection with that referral, we will disclose that arrangement to you at the time of the referral. We do not guarantee your note, lease, or obligation to any third-party lender.

No ITEM-10 Obligation to Finance

Neither we nor Aces & Eights are FINANCING—

~~We do not guarantee your note, lease or obligation. We may offer direct or indirect financing, at our option as follows:—~~

~~Spot Fees—~~

~~We, or our affiliate, may (but are not obligated to) offer or provide financing to pay the upfront costs for spots at certain events on behalf of any franchisee (based on credit approval). Reimbursement in full is required from the prospective franchisee within 30 days of the conclusion of the applicable event. Interest is charged in the amount of 1% beginning on the date the fees are paid on behalf of the franchisee, until repaid in full.—~~

~~Inventory Purchases—~~

~~Your initial inventory purchase (which we estimate to be between \$14,000 to \$17,000) must be paid in full at the time of the order. At our option, we, our parent or our affiliate, may provide you limited credit. The availability, terms for ongoing purchases of certain items (mugs, branded items, syrup, etc.). If you are in good standing and qualify for credit, our current credit terms for ongoing purchases require you to pay fifty percent (50%) at the time of order with the balance due within thirty (30) days from the date of shipment.—~~

~~Equipment—~~

~~We, or our affiliate, may (but are not obligated to) offer equipment financing of up to \$150,000 (based on credit approval) (a “Loan”). Such financing would be for the purchase, and conditions of equipment, including the mobile stand, vehicle, an enclosed trailer to transport the mobile stand and a generator. Such financing cannot be used for any portion of the initial franchise fee, inventory, or working capital.—~~

~~Financing terms are for sixty (60) months, with interest rate of up to 10% per annum, based on your financial and credit worthiness. We, or our affiliate, will require you to execute and deliver to us a security agreement to secure the financing, and you and, if applicable, your spouse, must provide a personal guaranty. The amount of your monthly payments will depend on the amount financed and the interest rate.—~~

You will be in default under the any **financing** documents if you fail to pay amounts owed when due or you breach any other provision of the finance documents. If you commit a payment default, you must pay a late charge of 15% of the payment which is late or \$25.00, whichever is greater or, if less, the maximum charge allowed by law. Regardless of the type of default, we, or our affiliate, may terminate or accelerate the Loan obligations and require that you pay the remaining balance of the Loan. We or our affiliate may recover interest on the unpaid balance at the rate of 18% per annum or, if less, the highest rate permitted by law and exercise any rights pursuant to the security agreement. We or our affiliate may also exercise any remedies available under the New Jersey Uniform Commercial Code or the law of our assignee's principal place of business such as taking possession of, and selling, any collateral. You must also pay our (or our affiliate's) reasonable attorneys' fees and actual court costs. We may also terminate your Franchise Agreement for any such breach of this agreement with us or our affiliates.

You may be required to waive defenses or other legal rights or remedies and be barred from asserting any defenses. You and your guarantors, consent to personal jurisdiction in the state that we, our affiliate, or its assignee, as applicable, has its principal place of business and you and your guarantors waive trial by jury. Although it is not our current practice or intent to sell or assign the Loan to a third party, if we, or our affiliate, transfers the Loan, the transferee will not have to perform any of our, or our affiliate's obligations and the rights of the transferee will not be offered by Aces & Eights are **subject to** any claims you have against us or our affiliate change at any time without notice.

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

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

Pre-Opening Obligations

Before

~~1. Grant of Franchise – We will grant to you begin operation of your~~the right to operate the Franchised Business, ~~we are obligated under the~~ within a designated operating territory. (Franchise Agreement ~~to~~, Article 2);

- ~~1. Approve a territory for the Franchised Business. (Section 3.2 of the . Site Review and Approval of Operating Territory – At the time of signing your Franchise Agreement).—~~
- ~~2. Provide you a sample layout and specifications for a prototypical Wild Bill's Mobile Stand. (Section 6.2 of the Franchise Agreement).—~~
- ~~3—Provide initial tuition-free training for up to three (3) persons (including you will have selected and your designated manager) (Section 5.1 of the Franchise Agreement).—~~
- ~~4. Provide you with a list of approved vendors and consult with you about the initial inventory of syrup, mugs, and other goods and other merchandise which you must acquire as part of your initial inventory and advise you with respect to the operational needs of your Franchised Business. (Section 5.4 of the Franchise Agreement).—~~

5. ~~Loan you or otherwise provide you with access to a specifications, operations and procedures manual and one copy of other books, binders, videos or other electronic media, intranet postings and other materials, referred to collectively as the "Operations Manual", containing mandatory and suggested standards, operating procedures and rules which we prescribe, as well as information relating to your other obligations under the Franchise Agreement. We have the right to add to and otherwise modify the Operations Manual as we deem necessary and reasonable. We may provide the Operations Manual solely through our website(s) and/or intranets or other electronic means without any need to provide you with a paper copy or other physical format. (Section 5.4 of the Franchise Agreement). Attached as Exhibit E is a copy of the table of contents of our Operations Manual. The Operations Manual consists of 283 pages. Section 1 has 9 pages, Section 2 has 22 pages, Section 3 has 32 pages, Section 4 has 36 pages, Section 5 has 32 pages, Section 6 has 7 pages, the Exhibits will have 107 pages and the Addenda have 38 pages.—~~

~~Optional:—~~

~~We may, but are not obligated to, assist you in establishing prices, such as setting minimum and/or maximum prices at which you must sell products and services.—~~

~~We also will provide you continuing consultation and advice as we deem advisable before your Franchised Business opens for business. (Section 5.3 of the Franchise Agreement).—~~

~~Opening—~~

~~The Franchised Business does not require a retail location to approved of the Operating Territory within which you will operate. The only real estate required is a basic warehouse space of approximately 500 square feet. It will be used for storage of inventory and for furniture and fixtures for a small office (which can be located either at the warehouse or in a home office).—~~

~~We anticipate that Franchisees will typically open their Franchised Business for operation within 10 weeks after they sign the . (Franchise Agreement or pay any consideration for the franchise. The actual length of time it will take you to open your Franchised Business will depend upon certain critical factors such as: (i) the time of year you execute the Franchise Agreement; (ii) your ability to obtain acceptable financing; (iii) your ability to timely obtain required permits and licenses; (iv) the scheduling of the training program; and (v) the amount of time necessary to train personnel and to obtain necessary inventory, equipment and supplies.—~~

~~You must locate a warehouse and open the Franchised Business within 180 days after we sign the Franchise Agreement. However, the events that you will participate in require vendor applications to be submitted in advance. Due to the seasonality of the business, most events in your Territory will be held during the warm weather months., Article 2). If you are not open for business permitted by April law, you may miss vendor application deadlines set by event promoters to participate in certain events for that year.—~~

~~You may not open the Franchised Business for operation until we notify you that (i) you have manage your Wild Bill's FDD-2025—~~

~~paid the initial franchise fee and other amounts due; (ii) the Franchised Business and mobile stand(s) complies with our standards and specifications, (iii) all required personnel have satisfactorily completed our pre-opening training requirements, (iv) you have provided us with copies of all required insurance policies and evidence of coverage and premium payment; (v) we have provided written clearance to you to open.—~~

~~If you have not obtained warehouse space and opened the Franchised Business within 180 days after execution of the Franchise Agreement, we have the right to terminate the Franchise Agreement.—~~

Continuing Obligations—

~~During the operation of your Franchised Business, we are obligated under the Franchise Agreement to:—~~

- ~~1. Furnish you with any specifications for required products and services.—~~
- ~~2. Review and approve or disapprove any advertising and/or promotional materials you propose.—~~
- ~~3. Administer the contributions to the Brand Development Fund, for so long as we maintain one (Section 4.3.2 of the Franchise Agreement).—~~

Optional:—

~~Provide, in addition to the assistance rendered to you prior to opening and in connection with your opening, continuing consultation and advice as we deem advisable regarding preparation, merchandising, inventory, sales techniques, personnel development and other business, operational and advertising matters that directly relate to the franchise operation. This assistance may be provided by telephone, facsimile, email, postings to our intranet, periodically through on-site assistance by appropriate personnel, and/or other methods. (Section 5.5 of the Franchise Agreement).—~~

Advertising Programs—

~~We have established a brand development fund (the “Fund”) to be administered for the common benefit of System franchisees. Under the Franchise Agreement, we have the right to require you to contribute \$2,000 per year per stand that you operate. (Franchise Agreement, Section 4.3.2). Each year we reserve the right to increase the Fund contribution in an amount equal to any annual increase in the Consumer Price Index.—~~

~~Neither we nor our company-owned Franchised Businesses are contractually required to contribute to the Fund. We have the sole right to determine contributions and expenditures Business from the Fund, or any other advertising program, and sole authority to determine the selection of the advertising materials and programs. We are not required, under the Franchise Agreement, to spend any amount of Fund contributions in your territory and not all System franchisees will—~~

~~benefit directly or on a pro rata basis from these expenditures. We may maintain contributions to the Fund in a separate bank account or hold them in our general account and account for them separately, or we may establish separate entities to administer the Fund and the Fund contributions. Fund contributions may be used at our discretion in the development, production and distribution of national, regional and/or local advertising, and in the creation of advertising materials and public relations which, in our sole judgment, promote the products and services offered by System businesses, including development and production of advertising and marketing programs and materials, purchase of media, field marketing programs and activities, promotions, new product research and development, quality control (including mystery shopper programs that may include call recording), market research, talent fees, working with public relations firms, technology, website development and maintenance, social media and virtual worlds, and for a home based administrative, travel, debt service and operating costs and overhead. Our decisions in all aspects related to the Fund will be final and binding. We may charge the Fund for the costs and overhead, if any, we incur in activities reasonably related to the creation and implementation of the Fund and the advertising and marketing programs for franchisees. These costs and overhead include (i) the cost of preparing advertising campaigns and other public relations activities, (ii) the cost of employing advertising agencies, including fees to have print or broadcast advertising placed by an agency and all other advertising agency fees, and (iii) the proportionate compensation of our employees who devote time and render services in the conduct, formulation, development and production of advertising, marketing and promotion programs or who administer the Fund.~~

~~We do not anticipate that any part of your contributions to the Fund will be used for advertising that is principally a solicitation for the sale of additional franchises, but we reserve the right to include a message or statement in any advertisement indicating that franchises are available for purchase and related information.~~

~~Advertising to be used by the Fund or by you locally may be produced in-house or through an outside agency.~~

~~Although we anticipate that all Fund contributions will be spent in the fiscal year in which they accrue, any remaining amounts will be carried over for use during the next fiscal year. There is no requirement that the Fund be audited. Upon your written request, we will provide you with un-audited fiscal year office. If you elect to lease a back-end financial statements and accountings of Fund expenditures. In 2024 Brand Fund expenditures were allocated as follows: 22% production; 9% was spent on graphic design, 9% was spent on website design and maintenance, 43% was spent on digital marketing, and 17% was spent on market research.~~

~~We may also establish special promotional programs. You are required to participate in special promotional programs and you must pay your share of the cost of developing and implementing the program, including common development, design and advertising costs. (Sections 4.3 of the Franchise Agreement).~~

~~There is currently no advertising council in place for the System.~~

~~If we establish an advertising cooperative within a geographically defined local or regional marketing area in which your Franchised Business is located, you must participate and abide by any rules and procedures the cooperative adopts and we approve. You will contribute to your respective cooperative an amount determined by the cooperative, but not to exceed 3% of your monthly Gross Revenues. Our affiliate owned businesses will have no obligation to participate in any such advertising cooperatives.—~~

~~The cooperative members are responsible for the administration of their respective advertising cooperative, as stated in the by-laws that we approve. The by-laws and governing agreements will be made available for review by the cooperative's franchisee members. We may require a cooperative to prepare annual or periodic financial statements for our review. Each cooperative will maintain its own funds; however, we have the right to review the cooperative's finances, if we so choose. Your Franchised Business may not benefit directly or proportionately to its contribution to the cooperative. We reserve the right to approve all of a cooperative's marketing programs and advertising materials. On 30 days written notice to affected franchisees, we may terminate or suspend a cooperative's program administrative office and/or operations center, your administrative office and/or operations. We may form, change, dissolve or merge any advertising cooperative.—~~

Computers and Point of Sale Registers

~~We have the contractual right to develop a point of sale (POS) system and a backroom computer system for use in connection with the System. You must acquire computer hardware equipment, software, telecommunications infrastructure products and credit card processing equipment and support services we require in connection with the operation of your Franchised Business and all additions, substitutions and upgrades we specify. Your computer system must be able to send and receive email and attachments on the Internet and provide access to the World Wide Web and otherwise support our then-current information technology system.—We may provide you with a Wild Bill's e-mail address. We own all Wild Bill's e-mail addresses that you are permitted to use and have full access to all communications sent and received using those addresses. When conducting business with customers, vendors or suppliers of your Franchised Business via e-mail, you must use any Wild Bill's e-mail address provided by us.—~~

~~We will have the right to independently access information and data collected by the POS system or otherwise related to operation of your Franchised Business. You must allow us to access the information remotely. There is no contractual limitation on our right to access this information and data and we may share this data with System or other third parties. (Franchise Agreement Sections 4.6 and 6.10.5).—~~

~~We currently require the use of a tablet computer with mobile internet access (e.g., an Ipad) for access to our center must be located within your Operating Territory and be approved POS System for sales tracking. We estimate that your cost to purchase a designated POS system will range from \$650 to \$1,750 by us;~~

3. Manuals – We will provide you with access to our confidential and proprietary Manuals. You must operate the Franchised Business in accordance with the Manuals and all applicable laws, rules and regulations. At all times, we reserve the right to supplement, modify and update the Manuals. (Franchise Agreement, Article 4.C.). The operations manual as of the Issuance Date of this Disclosure Document currently consists of 260 pages and the table of contents to the operations manual is attached as Exhibit C to this Disclosure Document (Franchise Agreement, Article 4). Major subjects contained in the operations manual consist of establishing, developing, marketing and operating the Franchised Business;

4. Approved Suppliers and Distributors – We will provide you with a list of our approved suppliers and distributors, to the extent that we have designated them, either as part of the Manuals or otherwise in writing. (Franchise Agreement, Articles 3, 4, and 7.E.);

5. Signs, Equipment, and Furniture – We will provide you with a list of our approved signage, equipment, and furniture, to the extent that we have designated them, either as part of the Manuals or otherwise in writing and we will review

and approve, in our discretion, your proposed signage, equipment, and furniture. We do not provide assistance in delivering or installing signs, equipment, or furniture. (Franchise Agreement, Articles 3 and 4);

6. Website and Digital Media – We will identify and locate your Wild Bill's Business on our website. We strictly control how you may or may not use websites and digital media and you must assign all website media and digital media accounts to us. (Franchise Agreement, Articles 3.G. and 9); and

7. Initial Training – Not less than 30 days prior to the opening of your Wild Bill's Business you or your Managing Owner, one management level employee or Owner and one other designated employee must attend and complete our initial training program. We will provide you (and up to one of your designated managers) with training in accordance with our initial training program. (Franchise Agreement, Article 4). Our current training program is to be attended by you, or if you are a Corporate Entity, your Managing Owner and one Operating Manager at our training facility located in Millington, New Jersey or other location designated by us. The training program takes place over an approximate one week period and is described below in this Item 11 in more detail.

Site Selection

If permitted by local law, you may operate your Wild Bill's Business from a home based administrative office. Otherwise, you are responsible for selecting a site for your administrative office and must obtain our approval of your selected location. If you elect to establish an operations center comprised of a non-retail back-office facility to support the operations of your Wild Bill's Business, including maintaining inventory, staging service visits, and parking your service vehicle, you are responsible for selecting and securing a site within your Operating Territory. We do not typically own or lease the real property that will serve as your administrative office and/or operations center and you are responsible for all costs and expenses in locating and evaluating proposed sites for your administrative office. We will provide you with site selection guidelines.

Within 15 days of our written receipt and submission of all information and documentation that we may request, we will respond to your proposed request for our approval or disapproval of the proposed location of your administrative office. Factors taken into consideration include characteristics of the proposed site, whether or not the proposed site meets our criteria for non-retail back-office operations, and the location of your proposed site relative to your overall Operating Territory and proximity to other franchisee operating territories.

Time to Open

You may not open your Wild Bill's Business until you have completed our initial training requirements, obtained the necessary licensing and authorization from state and regulatory agencies within your Operating Territory and have obtained and provided us with written proof of the required insurance. Within 180 days from the signing of your Franchise Agreement you must open and offer services and products of your Wild Bill's Business to the customers within your Operating Territory. We estimate that the length of time between the signing of your Franchise Agreement and opening your Wild Bill's Business to be one to six months. Factors that may affect this estimated time period include the length of time undertaken by you to satisfactorily complete our initial training program, obtaining third party lender financing, if necessary, obtaining the necessary licenses, training staff, and leasing and wrapping a Mobile Stand and service vehicle that meets our standards and specifications.

Post-Opening Obligations

1. Communication of Operating Standards – We may establish, update and provide you with consultations and communications as to the standards, procedures and System requirements as to the operation of your Wild Bill's Business including, but not limited to, Approved Services and Products, System Supplies, marketing and promotion standards, and as we may, in our discretion, designate, modify, supplement and amend from time to time and, as set forth in the Manuals. (Franchise Agreement, Articles 4.B. and 4.C.);

2. Marketing Standards and Approval – We will establish, update and communicate to you our standards for the marketing and promotion of the Franchised Business including, but not limited to, the marketing media that you may use. We will respond to your request respecting the communication of our approval or disapproval of marketing media that may be requested by you for use in the marketing and promotion of the Franchised Business. We maintain full discretion as to the marketing standards and the marketing media that may be used in the marketing and promotion of your Wild Bill's Business (Franchise Agreement, Article 4.B.);

3. Approved Vendors – We will provide the names and addresses of approved vendors and suppliers for the Approved Services and Products and the System Supplies. (Franchise Agreement, Articles 4.B. and 4.C.);

4. Annual System Conference – We may, in our discretion, coordinate an annual conference to be attended by franchisees of the System that are in good standing. (Franchise Agreement, Article 5.D.);

5. Supplemental Training – We may require that you and your Operating Manager participate in supplemental on-site training that we may designate and require in our discretion. If you are not meeting what we believe to be System performance standards, we may provide, in our discretion, supplemental training on-site within your Operating Territory. You will be required to pay our then current supplemental training fee, which is currently \$500 per on-site trainer per day, plus travel expenses, meals and accommodation expenses incurred by us. (Franchise Agreement, Article 4.A.);

6. Initial Training for Replacement Operating Managers – Your Operating Manager must complete, to our satisfaction, our initial training program. We will offer and make available to your replacement Operating Manager our initial training program which must be completed to our satisfaction. The initial training program will be provided by us at the facilities that we designate that, presently, is comprised of our affiliate owned Wild Bill's Business located in Allentown, PA and at the certified training Wild Bill's Business that we may designate in the future. You will be required to pay our then current supplemental training fee for replacement Operating Managers, which is currently \$500 per manager per day for each replacement manager attending our initial training. (Franchise Agreement, Articles 4 and 7.I.);

7. Administration of Marketing Funds – We may administer and manage System-wide marketing funds comprised of a Brand Development Fund. (Franchise Agreement, Article 9);

8. Hiring and Training of Employees – We do not provide assistance with the hiring and training of your employees. You will be directly responsible for the management and supervision of your employees. For the protection of the System, you must ensure that all employees wear and maintain the proper uniforms with our approved System branded apparel and uniforms including, but not limited to, the apparel and uniforms comprising System Supplies. You must monitor and ensure that all System Supplies and Approved Services and Products are prepared, maintained, and served in accordance with the System standards and Manuals; and

9. Pricing – Except as to national, regional and corporate accounts that we may negotiate, you will exclusively determine the prices that you charge for the Approved Services and Products served and sold by your Wild Bill's Business. However, we may suggest pricing levels that we recommend.

Advertising ~~We currently require you to subscribe to and use Quickbooks online. We will also have access to your Quickbooks data. We estimate that you will be required to pay \$50 to \$100 per month for ongoing software support and maintenance fees.~~

~~Neither we nor our affiliates have any obligation to provide you with ongoing maintenance, repairs, upgrades or updates for your computer system. You must upgrade or update your computer equipment and software as we require. There is no contractual limitation on the frequency or cost of required updates or upgrades. In addition to any charges imposed by computer hardware and software vendors, we may charge you a reasonable systems fee for modifications and enhancements we or our vendors or representatives make to proprietary software and for other maintenance and support services that we may furnish to you. We reserve the right to adopt new technology at any time, which may result in additional fees to you that are not currently known.~~

1. Generally – All advertising, marketing, marketing materials and all marketing mediums used by you in the marketing and promotion of the Franchised Business must be pre-approved by us in writing and conform to our standards and specifications. You may only use those advertising and marketing materials and mediums that we designate and approve in writing. In our discretion we may make available to you approved marketing templates comprised of pre-approved ads, ad copy and digital media that you may utilize at your own expense. If you wish to utilize marketing materials and/or marketing mediums that are not currently approved by us in writing, you may submit a written request requesting permission and we will approve or disapprove of your request within 15 days of your submission of the written request and sample marketing materials. We are not required to conduct any advertising or spend any amount on your behalf on advertising in your operating territory. (Franchise Agreement, Article 9);

2. Franchisee Directed Local Marketing – You are not authorized to engage in any marketing unless it is pre-approved by us, in our discretion. (Franchise Agreement, Article 9.B.). You are required to engage in local marketing and you are required to commit specific minimum amounts of funds to your local marketing efforts. We will make available to you and provide you with access, in the form of a source document, to our approved marketing campaigns, media, and messaging that may be used by you. In those instances where we provide you with access to our marketing campaigns, we provide you with source designs, copy, and design specifications. However, you will incur the direct costs associated with customizing, duplicating and using such marketing campaigns and having them printed, distributed and placed with media sources. (Franchise Agreement, Article 9);

3. Digital Media and Website – All digital media and marketing must be approved by us. We will designate for your Operating Territory information about your Wild Bill's Business on the www.wildbillssoda.com webpage or such other websites as we may designate for the System. (Franchise Agreement, Article 9);

4. Brand Development Fund – We may control and administer a brand development fund (the "Brand Development Fund") (Franchise Agreement, Article 9.A.). As disclosed in Item 6 of this Disclosure Document the Brand Development Fund Fee is determined based on the total number of Territories comprising your Operating Territory, as follows: \$3,000 per year for 1 Territory; \$6,000 per year for 2 Territories; and \$9,000 per year for 3 Territories. The Brand Development Fund Fee is subject to annual increases at a rate not to exceed the percentage increase in the Consumer Price Index ("CPI") for the applicable year. If you add Additional Territories to your Operating Territory, your Brand Development Fund Fee will increase in accordance with the schedule above. Your Minimum Annual Royalty Fee Requirement and local marketing expenditure will also increase if you add Additional Territories. See Item 6 of this Disclosure Document.

We may use the Brand Development Fund for market studies, research, service development, product development, testing, research studies, technology development, advertising and public relations studies or services, creative production and printing of advertising and marketing materials, advertising copy and commercials, tracking costs, agency fees, advertising councils, franchisee advisory councils, administrative costs, which may include reimbursement for direct administrative and personnel costs associated with advertising and public relations, and any other costs associated with the development, marketing and testing of advertising, marketing and public relations materials, and the purchase of media placement, advertising time and public relations materials in national, regional or other advertising and public relations media in a manner determined by us, in our discretion, to be in the best interest of the franchisees and the System. Our company and/or affiliate owned Wild Bill's Businesses may but are not required to contribute to the Brand Development Fund. The Brand Development Fund will be required to maintain unaudited financial records detailing its expenditures and will make available to you (no more frequently than one time in any 12-month period) an unaudited accounting of how the monies contributed to the Brand Development Fund were spent each year. We are not required to segregate the Brand Development Fund from our general operating funds and we are not a fiduciary or trustee of the Brand Development Fund. The Brand Development Fund will not be used to directly promote your Wild Bill's Business or the marketing area in which your Wild Bill's Business will be located. (Franchise Agreement, Article 9.A.). We may utilize the Brand Development Fund to develop and test various media and technologies for potential utilization and/or improvement of the operations of Wild Bill's Businesses and the marketing of Wild Bill's Businesses. These technology developments and/or improvements may relate, among other

things, to our website and to the interaction and potential enhancement of web offerings that may or may not be implemented on behalf of Wild Bill's Businesses. You may or may not benefit from these technology developments and improvements. (Franchise Agreement, Article 9.A.).

We may use the Brand Development Fund to compensate ourselves for administrative fees associated with managing the Brand Development Fund and for our internal employee salaries, expenses and overhead associated with or reasonably allocated to managing the activities of the Brand Development Fund and performing services on behalf of the Brand Development Fund including, but not limited to, directing, developing and managing media of the Brand Development Fund. We will not use the Brand Development Fund to directly market the sale of Wild Bill's Business franchises; however, the advertising, marketing and brand development materials developed, including the System website, may contain information as to the availability of Wild Bill's Business franchises for sale and contact information for franchise inquiries.

As of December 31, 2025, we have collected \$44,000 towards the Brand Development Fund. Of this amount, we have spent 11% towards product development, 11% towards graphic design, 5% towards website design and maintenance, 23% towards digital marketing, and 50% towards stand innovation;

6. Advertising Council – We have not established an advertising council but reserve the right to do so in the future. (Franchise Agreement, Article 9.A.).

Computer System

You must use the computer systems and Business Management System that we designate. You are required to maintain and operate the following computer equipment and systems: one desktop computer to be used from your administrative office that possesses broadband internet access, and one iPad with cellular broadband wireless internet access for each Mobile Stand that you operate. The cost of the computer system that you are required to purchase ranges from \$650 to \$1,750. Currently, the designated Business Management System that you must license and use is Square Franchisee platform, and as may be otherwise designated by us in the Manuals. You are responsible for the maintenance and repair of all computer equipment and computer systems that we designate and require. Estimated costs for the maintenance, repair and update of the designated computer systems ranges from \$0 to \$2,000 per year. There are no contractual obligations imposed on us to maintain, repair, update, or upgrade your computer systems. You are required to provide us with independent access to all of the information and data that is transacted, collected, and stored by the Franchised Business on the Business Management Systems, your computer systems, and otherwise.

Initial Training

If this is your first Wild Bill's Business, we will provide initial training for you or, if you are a Corporate Entity, your Managing Owner, plus up to two designated managers. Either you or your Managing Owner, plus your general manager and one additional designated employee, must successfully complete the initial training program to our satisfaction no later than 45 days prior to the scheduled opening of your Wild Bill's Business. The initial training program takes place over an approximate one week period. If more than two individuals attend initial training, you will be charged an additional fee per additional persons attending initial training. Although we provide you or, if you are a Corporate Entity, your Managing Owner, plus your general manager, with initial training at no additional fee or charge, you will be responsible for all travel expenses and employee wages related to your attendance and completion of training. (Franchise Agreement, Article 4). Currently, we provide our initial training program no less frequently than quarterly and on an as-needed basis.

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TRAINING PROGRAM

The following table summarizes the subjects covered in our initial training program:

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction & History of Wild Bill's Soda, Confidentiality, Development of the Brand & Our Culture	2	0	Allentown, PA or other location designated by us
Marketing, Procuring Events & Developing Catering Relationships	2	0	Allentown, PA or other location designated by us
Our Products, Storage Policies, Inventory Management & Forecasting	2	1	Allentown, PA or other location designated by us
Event Operations: Pre Planning, Day of Event, Close Out of Event & Trouble Shooting	2	16	Allentown, PA or other location designated by us
Staffing, Hiring, Employee Development, Management & Retention	2	1	Allentown, PA or other location designated by us
Customer Engagement & Conflict Resolution	2	0	Allentown, PA or other location designated by us
Trailer Policies/Best Practices, Maintenance, Safety & Security	2	2	Allentown, PA or other location designated by us
Financial Management, POS, Reporting & Payment Processing	2	0	Allentown, PA or other location designated by us
Pre-Marketing Effort	2	0	Allentown, PA or other location designated by us
Subtotal Hours	18	20	
Total Hours	38		

Instructional materials that will be used in the initial training process includes our Manuals, live instruction, and handouts. Initial training will be conducted under the direction and supervision of our VP of Operations, Chris Norvold. For the period of June 2025 through present. The level of experience of our trainers will, at a minimum, include each trainer's satisfactory completion of our initial training program ~~is designed~~. In addition to ~~provide training in the operation and management of a~~ initial training you will also be required to participate in and satisfy all other training programs that we may designate respecting the Franchised Business. ~~The (Franchise Agreement, Articles 4 and 7.J.).~~

After the opening of your Wild Bill's Business, we reserve the right to require that you (or your Managing Owner if you are a Corporate Entity) attend a system-wide training program (the "System-Wide Training Program") that we may establish in our discretion. If we establish a System-Wide Training Program, the program will be offered from our affiliate owned Wild Bill's Business in Allentown, PA or other location designated by us and you will be responsible for all travel and expenses, lodging, food, automobile rental expenses, and employee wages that you incur in connection with your attendance. We will not require your attendance at a System-Wide Training Program for more than a total of 2 days in any calendar year.

ITEM 12 **TERRITORY**

Your Location

Under the Franchise Agreement, we will grant to you the right to develop and operate one Wild Bill's Business within a designated operating territory (your "Operating Territory").

Grant of Territory

The scope of your Operating Territory will vary from the scope and size of the operating territories of other franchisees in our System depending on local factors, market conditions, and the number of Territories that you purchase at the time of signing your Franchise Agreement. A Territory, generally, will consist of a geographic area that includes a population of approximately 2,000,000 people. Subject to availability, our approval, and payment of additional Initial Franchise Fees identified in Item 5 of this Disclosure Document, you may add Additional Territories. Each Additional Territory will consist of a geographic area that includes a population of approximately 2,000,000 people. Population is determined in the aggregate and will be calculated based on raw data and without regard to demographics or age. Your Minimum Annual Royalty Fee Requirement and local marketing expenditure will increase if you add Additional Territories.

Relocation

Your right to relocate your Wild Bill's Business and, thereby, your Operating Territory ~~is not conducted on a set schedule and guaranteed~~ and approval of a relocation request by you ~~is offered on an as-needed~~ completely at our discretion. We evaluate relocation requests on a case-by-case ~~basis and will be held at and near our location in Millington, New Jersey or other~~ consider factors such as operational history, the ~~location we designate at least one week prior to your first event.~~ Part of the initial training will consist of on-the-job training. Training will be done under the supervision of ~~of your Operating Territory, our expansion plans, and other factors that, at the time of a relocation request, are relevant to us~~ Andrew St. Cyr or other employees of our parent, each of whom has experience operating our company-owned locations. Andrew has served as our Director of Operations since March, 2018.

~~Both you and each of your initial, additional and/or replacement managers must attend, and complete the initial training program to our satisfaction before your first event or assuming management responsibility. If additional initial training is otherwise required for you or any manager, you must pay us our then-current tuition for each person to attend the additional initial training program beyond the tuition free allowances. The current tuition for attending our additional initial training for these persons is \$300 per person per day (or \$1,200 per person for the full training program if the additional initial training is done in conjunction with a regularly scheduled training class). You are responsible for all training-related expenses including transportation to and from the training site, lodging and dining expenses. In addition, if your~~

Establishment of Additional Franchised Businesses

You do not have the right to establish additional Wild Bill's ~~FDD-2025~~ Businesses.

~~manager(s) will receive a salary during training, you are solely responsible for paying their salary.—~~

~~The entire training program is subject to change due to updates in materials, methods, manuals and personnel without notice to you. The subjects and time periods allocated to the subjects actually taught to a specific franchisee and its personnel may vary based on the individual needs and/or experience of those persons being trained.—~~

~~In addition to the training outlined above, we will advise, coach and train you (and your designated trainees) during a local event in your market. This on-site, in market training will take place over the course of 1 or 2 days such that we cover both event set up and event wrap up. Onsite training will include equipment review, event operations, and local marketing and staffing. It is required for you and your trainees to successfully complete training before you are approved to manage an event in your market.—~~

~~We have the right to offer refresher courses from time to time to you, your manager and/or your employees. You and your manager are required to attend the additional training at your cost and at our then-current tuition if we, in our sole discretion, consider the training necessary. Our current tuition for refresher courses is \$500 per person per day. You are solely responsible for your expenses and your managers and/or employees' expenses which are incurred during training.—~~

ITEM 12 Options and Rights of First Refusal to Acquire Additional Franchises **TERRITORY—**

~~The Franchise Agreement grants you the right to operate one Franchised Business within the Territory identified in Exhibit 1 to the Franchise Agreement or subsequently identified and mutually acceptable to both you and us.—~~

~~The size of your Territory is determined based on population and geography, and your Territory will have a minimum approximate population of 2,000,000 or a radius of 200 miles (whichever is less). We will determine the boundaries of your Territory and your Territory will be described in terms of street names, contiguous zip codes, town boundaries or county boundaries, or we may depict your Territory on a map attached as an exhibit to your Franchise Agreement. We will use the U.S. Census Bureau and other similar resources to determine the population data we will use to determine your Territory. During the term of your Franchise Agreement, we will not operate or grant a franchise for the operation of another Franchised Business within your Territory. Except as provided herein there are no circumstances under which we may modify your Territory. In our sole discretion, we may permit you to increase your Territory in increments of 1,000,000 persons, but the maximum radius of 200 miles remains in effect. Additional territory population is priced at \$15,000 per 1,000,000 people (above the \$40,000 initial fee for the first 2,000,000 people).—~~

~~You are not entitled to granted any automatic option, right options, rights of first refusal, or any similar rightrights to acquire—~~

~~additional franchises within the Territory or contiguous territories, but we reserve the right to offer franchisees such rights, in our discretion.~~

Territory Rights

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. ~~However, during the term of the Franchise Agreement, provided that you are not in default of your obligations to us or our affiliates and except as to our Reserved Rights set forth below, we will not open and operate and we will not grant another franchisee the right to open and operate a Wild Bill's Business within your Operating Territory.~~

~~We and our affiliates reserve to ourselves the exclusive right on any and all terms and conditions that we deem advisable and, without any compensation or consideration to you (Franchise Agreement, Article 2.D.), to engage in the following activities (our "Reserved Rights"): (a) operate and grant to others the right to develop and operate Wild Bill's Businesses using the System and Licensed Marks outside your Operating Territory, as we deem appropriate and irrespective of the proximity to your Operating Territory; (b) acquire, be acquired, develop, merge with or otherwise affiliate with one or more businesses of any kind, including businesses that offer and sell products and services that are the same as or similar to your Wild Bill's Business, and after such acquisition, development, merger or affiliation, to own and operate and to franchise or license others to own and operate and to continue to own and operate such businesses of any kind, even if such businesses offer and sell products and services that are the same as or similar to the Franchised Business (but not utilizing the Licensed Marks) within your Operating Territory; (c) use the Licensed Marks and System to distribute the Approved Services and Products offered and sold by the Franchised Business or products and services similar to the Approved Services and Products offered and sold by the Franchised Business in alternative channels of distribution including the internet, catalog sales, telemarketing, or other direct marketing sales within or outside your Operating Territory; (d) use the Licensed Marks and System to offer, sell, and provide the Approved Services and Products offered and sold by the Franchised Business or products and services similar to the Approved Services and Products offered and sold by the Franchised Business on behalf of customers of local, regional, and/or national corporate accounts such as regional and national fair and festival promoters, traveling carnival and event operators, stadium and arena operators, theme park operators, multi-venue event management companies, corporate event planners, and similar entities (referred to as "Corporate Accounts") within or outside your Operating Territory; and (e) use the Licensed Marks and System and to license others to use the Licensed Marks and System, to engage in all other activities not expressly prohibited by the Franchise Agreement.~~

Corporate Accounts Program

~~We may establish a Corporate Accounts Program under which we negotiate and enter into system-level contracts or service agreements with local, regional, and/or national Corporate Accounts that engage us at the system level for the provision of Approved Services and Products across multiple markets and territories. We retain exclusive authority to negotiate, execute, and manage all Corporate Account agreements and to set all pricing applicable to Corporate Account engagements. If we establish a Corporate Accounts Program, we will offer you the opportunity to participate in Corporate Account engagements located within your Operating Territory by submitting a Service Order to you describing the scope, pricing, timing, and other relevant terms. You will have 10 days to accept or reject any Service Order. If you reject or fail to timely respond to a Service Order, or if we determine in our reasonable business judgment that you do not have the operational capacity or experience to fulfill the engagement, we may service the Corporate Account within your Operating Territory directly, through our affiliates, or through other franchisees, without any compensation obligation to you. You may not independently solicit, negotiate with, or enter into agreements with any Corporate Account or prospective Corporate Account without our prior written consent.~~

Soliciting by You Outside Your Territory and Territory Rules

~~You must operate your Wild Bill's Business and provide the Approved Services and Products exclusively within your Operating Territory. The marketing of your Wild Bill's Business must be targeted to your Operating Territory and you are not permitted to directly solicit customers outside of your Operating Territory.~~

~~Subject to our prior written authorization and the conditions below, and provided that you do not engage in any Direct Solicitation of customers outside of your Operating Territory or operate within the Operating Territory of another Wild Bill's Business, you may provide Approved Services and Products at a specific approved event or occasion outside your Operating Territory (an "Out-of-Territory Event") or within an Open Area (as defined below), subject to the following definitions, rules, and limited circumstances. Any approved operation outside your Operating Territory — including within an Open Area — constitutes an Out-of-Territory Event and is subject to the financial obligations~~

described in Item 6 of this Disclosure Document, including the Out-of-Territory Event Royalty. See Item 6 for a description of fees and surcharges applicable to authorized and unauthorized out-of-territory operations.

(a) You cannot engage in any Direct Solicitations outside of your Operating Territory, even if a specific Out-of-Territory Event has been approved by us in writing. The term "Direct Solicitation" refers to and means "communications and/or contacts occurring through in person contact, telephone, mail, e-mail, direct mail, distributed print media, digital media and/or other forms of marketing directed toward customers, potential customers or referral sources of a Wild Bill's Business";

(b) You cannot provide Approved Services and Products in the operating territory of another Wild Bill's Business (an "Assigned Area") without our prior express written consent;

~~(c) Subject to our reserved rights, we will not own, operate, franchise or license any Franchised Business within the Territory during the Term of the Franchise Agreement. We and/or our parent or affiliates reserve all other rights with respect to your Territory. Our reserved rights, include but are not limited to: (i) the right to own, operate, franchise or license, both within and outside the Territory, retail locations, cafes, food distributors or retailers, or other businesses operating under names other than the Proprietary Marks, regardless of whether or not these other concepts offer products and services which are similar to or competitive with those offered by your Franchised Business; (ii) in connection with a merger or acquisition, to own, operate, franchise or license, both within and outside the Territory, businesses operating under names other than the Proprietary Marks regardless of whether or not these other concepts offer products and services which are similar to or compete with those offered by the Franchised Business and regardless of location, and the right to convert those locations; (iii) the right to be acquired by (or merge or become affiliated with) any other business operating under names other than the Proprietary Marks, including a competing business with locations anywhere which may result in the required conversion of franchised businesses; and (iv) the right to distribute products and services in alternative channels of distribution both within and outside the Territory, (which alternative channels of distribution includes but is not limited to: sales of products at or through restaurants, specialty stores, grocery stores, supermarkets; the operation of carts, kiosks or other fixed locations at stadiums, arenas, museums, art centers, military bases, airports, other public transportation facilities, government offices or institutions, malls, health care facilities and other institutional food service facilities, hotels and motels, toll road or highway rest stops, food concession stands, food service facilities, theaters, warehouse clubs, theme parks, amusement centers, truck stops, beaches, boardwalks and casinos; sales of products through brick and mortar retail locations; by mail order, catalog, or via the internet, and any similar outlets or distribution methods); (v) and the exclusive rights to service Franchisor Reserved Venues.—~~

Franchisor Reserved Venues—

~~During the term of the Franchise Agreement, we shall have the right to designate any venue or event in the Territory a Franchisor Reserved Venue. Franchisor Reserved Venues are venues or events that we determine, in our sole discretion, should be exclusively serviced by us or our affiliate. Franchisor Reserved Venues will typically include (i) convention centers located in your Territory, (ii) venues or events that we determine you do not have sufficient number of mobile stands to properly service, (iii) events that you are not able to service because your mobile stands are being used for another event at a different venue on the same date, and (iv) venues that we currently have the ability to enter into via direct contracts with the promoter (e.g., theme parks, stadiums, Nascar events, PGA tour events, etc.).—~~

~~We and our parent or affiliate are under no obligation to pay you any compensation for selling similar products or services through other channels of distribution under the same and/or different proprietary marks within the Territory or for servicing Franchisor Reserved Venues. However, we may permit you to service or assist us with servicing a Franchisor Reserved Venue. In such event, you will be required to accept the terms and conditions that we designate with respect to servicing such Franchisor Reserved Venue, which may include providing us with a certain percentage of revenue generated in exchange for our approval. If you elect not to accept such terms and conditions, then we have the right to offer the Franchisor Reserved Venue on the same terms and conditions to another franchisee or other third party. If we permit you to service, or assist us with servicing a Franchisor Reserved Venue, such offer would be for the event(s) designated by Franchisor and would not entitle you to any additional rights, going forward, with respect to future events at such Franchisor Reserved Venue (including the same event in subsequent years).~~

~~We and/or our parent and affiliate retain the right to use and to license others to use the System for the operation and licensing of other Franchised Businesses at any locations outside of the Territory.~~

~~You are only permitted to conduct sales within your Territory. You may not take part in any sales other than from your Wild Bill's Mobile Stand. You have no right to distribute any products offered by the Franchised Business through any alternate channels of distribution such as the Internet. An "Open Area" is a geographic area that (i) is not an Assigned Area; and (ii) is located within a 10 mile radius of your Operating Territory; any provision of Approved Services and Products within an Open Area requires our prior written authorization specific to the event or occasion and constitutes an Out-of-Territory Event subject to the Out-of-Territory Event Royalty disclosed in Item 6;~~

~~(d) Unless otherwise directed by us at any time, from time to time, and in our sole discretion, you may provide Approved Services and Products to a customer (an "Out-of-Territory Customer") in an Open Area subject to our prior written authorization specific to each event or occasion. Authorization for one Out-of-Territory Event does not authorize any subsequent Out-of-Territory Events. We will designate the applicable Out-of-Territory Event Royalty rate in our written authorization. See Item 6 for a description of the Out-of-Territory Event Royalty; and~~

~~(e) Once an Open Area becomes an Assigned Area you will no longer be authorized or eligible to provide Approved Services and Products to any customers within the Open Area and you must promptly turn over to us all information and records related to customers in the Open Area and you must cease all communications with those customers unless we otherwise direct you in writing.~~

~~If you operate outside your Operating Territory without our prior written authorization (an "Unauthorized Out-of-Territory Event"), you will be subject to: (i) an Unauthorized Out-of-Territory Event Surcharge of up to 28% of all Gross Sales generated from or attributable to the Unauthorized Out-of-Territory Event, in addition to any other royalties or fees; (ii) a Territory Encroachment Fee as described in Item 6; and (iii) all other remedies available to us under the Franchise Agreement and applicable law. These fees and surcharges are cumulative and not in the alternative. See Item 6 for a full description of these fees.~~

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

~~Except as otherwise noted above, there are no restrictions on us from soliciting or accepting orders from customers inside your territory. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales outside your Territory.~~

Minimum Performance Requirements

~~Required Stands: You are required to operate one Wild Bill's Mobile Stand for every 2,000,000 population in your Territory.~~

~~Purchase of Mugs: During the term of the Franchise Agreement, you are required to purchase the following amount of mugs per year:~~



within your territory using our principal trademarks or using trademarks different from the ones you will use under the Franchise Agreement. We do not pay any compensation to you for soliciting or accepting orders from inside your territory.

Competition by Us Under Different Trademarks

We do not have plans to operate or franchise a business under trademarks different from the Licensed Marks that sells or will sell goods or services similar to those that will be offered by you through the Franchised Business.

ITEM 13 TRADEMARKS

Under the terms of the Franchise Agreement, you will be granted a license to use the “Wild Bill’s” trademark and those other marks identified in the table below in connection with the operations of the Franchised Business. Our Parent Company, Bluewater, LLC, is the owner of the Licensed Marks and has granted to us a license with an initial 20 year term and with automatic renewal thereafter to use the Licensed Marks and to license our franchisees to use the Licensed Marks (the “License Agreement”). Although the License Agreement may be terminated as a result of a breach of the License Agreement, in the event of any termination of the License Agreement, our franchisees will continue to maintain the right to use the Marks pursuant to the terms of their Franchise Agreement. Termination of the License Agreement does not terminate use of the Marks by our authorized franchisees. We reserve the right to supplement and modify the marks that you may or may not use in connection with the operations of your Wild Bill’s Business. You may only use the Licensed Marks as authorized by us in writing and under the terms of your Franchise Agreement. You may not use the Licensed Marks in the name of any Corporate Entity that you establish.

Principal Trademarks Registered with the United States Patent and Trademark Office

The principal trademarks identified in the schedule below are a part of the Licensed Marks, our System, are registered with the United States Patent and Trademark Office (the “USPTO”) and, unless otherwise designated by us, will be used by you in the operations of the Franchised Business. As to these marks all required affidavits have been filed with the USPTO.

Mark	USPTO Registration Number	Registration Type	Registration Date		
	7118170	Principal	July 25, 2023		
WILD BILL'S	7160298	Principal	September 12, 2023		
SNAP POUR SIP ESCAPE	6957435	Principal	January 17, 2023		
	6957433	Principal	January 17, 2023		
	6957434	Principal	January 17, 2023		
	7110914	Principal	July 18, 2023		

UNTAMED FLAVOR	7136047	Principal	August 15, 2023

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Principal Trademarks Not Registered with the United States Patent and Trademark Office

The following principal trademarks identified in the schedule below are a part of the Licensed Marks, our System, and will be used by you in the operations of the Franchised Business but are not registered with the USPTO. As to each of these principal trademarks:

We do not have a federal registration for —

each of these principal trademarks. Therefore, the trademarks identified below do not have many legal benefits and rights that are afforded to federally registered trademarks. If our right to use the trademarks (identified below) is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Mark	Serial Number for Registration Application Filed with USPTO Application	Application Type	Application Date		
	N/A	N/A	N/A		
Wild Bill's	99478619	Principal	November 4, 2025		
Wild Bill's	99478643	Principal	November 4, 2025		
Wild Bill's	99478649	Principal	November 4, 2025 (Mark will be published for opposition on April 14, 2026)		
Wild Bill's	99478636	Principal	November 4, 2025		
WILD BILL'S	98004446	Principal	May 19, 2023 (Notice of Allowance received; Registration subject to use of mark)		

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board and/or the trademark administrator in any state or any court; no pending infringement, opposition or cancellation proceedings; and no pending litigation involving the Licensed Marks.

We know of no superior rights or infringing uses that could materially affect your use of the Licensed Marks or other related rights in any state.

You are required to provide us with written notice of any claims that you may become aware of respecting the Licensed Marks, including your use of the Licensed Marks and/or any claim associated with a third party's use of a trademark that is identical or confusingly similar to the Licensed Marks. We maintain the exclusive discretion to take any and all actions, or to refrain from any action, that we believe to be appropriate in response to any trademark infringement, challenge or claim. As between us, we possess the sole right to exclusively control any and all litigation, legal proceedings, administrative proceedings and/or settlement(s) involving any actual or alleged infringement, challenge or claim relating to the Licensed Marks. You must sign all documents, instruments and agreements and undertake the actions that we, with the advice of our legal counsel, determine to be necessary or advisable for the protection and/or maintenance of our interests in the Licensed Marks in any legal proceeding, administrative proceeding or as may be otherwise determined by us. As to the foregoing, we will reimburse you for the reasonable out-of-pocket administrative expenses that you incur and pay in complying with our written instructions.

We will protect your right to use the Licensed Marks and other related rights and protect you against claims of infringement and unfair competition related to the Licensed Marks, provided that you use the Licensed Marks in accordance with the terms of your Franchise Agreement, as designated by us in the Manuals, and otherwise, as we instruct you. We will indemnify you against direct damages for trademark infringement in a proceeding arising out of your use of the Licensed Marks, provided your use of the Licensed Marks comply with the terms of your Franchise Agreement, the Manuals, our written instructions, and that you have timely notified us of the claim, have given us sole control of the defense and settlement of the claim, and you are in compliance with your Franchise Agreement. If we defend the claim, we have no obligation to indemnify or reimburse you with respect to any fees or disbursements of any attorney that you retain.

If any third party establishes, to our satisfaction and in our sole discretion, that its rights to the marks are, for any legal reason, superior to any of our rights, then we will modify and/or replace the Licensed Marks and you must use the variances or other service marks, trademarks or trade names required by and as determined by us. Our sole liability and obligation in such event is to reimburse you for the direct out-of-pocket costs of complying with this obligation, which you must document to our satisfaction, including, by way of example, alterations in signage and replacement of marketing materials. There are no agreements currently in effect that significantly limit our rights to use or license the use of the Licensed Marks in any manner material to you.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any rights to, or licenses in any patent or copyrights material to the franchise System. We may copyright advertising materials and design specifications, our Manuals and other written materials and

items. We have not applied to the USPTO for the issuance of any patents.

You must keep as confidential our Manuals and any supplements to the Manuals. Our Manuals may take the form of written materials and/or digitally distributed and stored materials and made available to you for use in connection with the Franchised Business. The Manuals contain information about our System, Approved Services and Products, System Supplies, proprietary products, marketing systems, training, and confidential methods of operation. You must use all reasonable and prudent means to maintain the Manuals and the information maintained in the Manuals as confidential and prevent any unauthorized copies, recordings, reproduction, or distribution of the Manuals or the information contained in the Manuals. You must restrict access to the Manuals to management level employees who sign a confidentiality agreement with you and are required by you to maintain the confidentiality of the Manuals and refrain from distributing or disclosing the Manuals and the information contained in the Manuals. You must provide us with immediate notice if you learn of any unauthorized use of the Manuals or of the information contained in the Manuals, or any infringement or challenge to the proprietary or confidentiality of the information contained in the Manuals. We will take any and all action(s), or refrain from taking action, that we determine, in our discretion, to be appropriate. We may control any action or legal proceeding we choose to bring. We need not participate in your defense or indemnify you for damages or expenses in a proceeding involving a copyright or patent. If any third party establishes to our satisfaction, in our discretion, that it possesses rights superior to ours, then you must modify or discontinue your use of these materials in accordance with our written instructions.

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ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL

OPERATION OF THE FRANCHISE BUSINESS

The Franchise Agreement requires that you or, if you are a Corporate Entity, that your managing shareholder or partner be personally responsible for the daily management and supervision of the Franchised Business (the "Managing Owner"). We must approve your Managing Owner and your Managing Owner must dedicate his or her full time efforts to the management and operation of the Franchise. Your Managing Owner must have satisfactorily completed our initial training and must have obtained all required licenses and permits necessary to operate a Wild Bill's Business within your Operating Territory.

You may hire a manager to assume responsibility for the daily management and supervision of the Franchised Business, only if: (a) the manager meets all of our minimum standards and criteria for managers; (b) the manager completes our initial training program; (c) the manager signs our confidentiality and non-competition agreements; and (d) the manager agrees, in writing, to assume responsibility for the on-site management and supervision of the Franchised Business (an "Operating Manager"). All of your employees and other agents and representatives who may have access to our confidential information must sign a confidentiality agreement. We do not require that the Operating Manager own any equity interest in the franchise.

You, and if you are a partnership or Corporate Entity, each of your members, shareholders and/or partners (collectively, "Owners"), must personally guarantee all of your obligations to us under the Franchise Agreement. Each Owner and Owner's spouse must personally guarantee your obligations to us under the Franchise Agreement. You must also promise in writing that, among other things, during the term of the Franchise Agreement you will not participate in any business that in any way competes with a Wild Bill's Business, and that for 24 months after the expiration or termination of the Franchise Agreement with said period being tolled during any periods of non-compliance, you will not participate in any competitive business located within and/or servicing customers located within your Operating Territory and a 25 mile radius surrounding your Operating Territory. Further you will not participate in any competitive business located within and/or servicing customers located within the operating territory

of any other Wild Bill's Business. Your managers will be required by us to sign a confidentiality agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only sell the products and services specified or approved by us in writing. You must sell the products and services required by us. We can change the products and services that you must offer. There is no limitation on our right to change the products and services offered by Franchised Business. You are not limited to whom you may sell your products and services, provided you do so exclusively from within your Operating Territory and to/on behalf of customers that are located within your Operating Territory and in compliance with the standards we have determined for the System.

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ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

Provision	Article in Franchise Agreement	Summary
a. Length of the franchise term	2.B.	The term of your Franchise Agreement is five years.
b. Renewal or extension of the term	15	If you meet our conditions for renewal, you may renew your franchise for up to two additional five year renewal terms.
c. Requirements for franchisee to renew or extend	15	To renew your franchise, you must be in compliance with the terms of your Franchise Agreement, provide us with 180 days prior written notice of your request to renew, sign our then current form of Franchise Agreement and related agreements for the renewal term, sign a general release in our favor, pay a renewal fee, and meet all other renewal requirements contained in the Franchise Agreement. Your Owners must be in compliance with their agreements with us, including the Owner and Spouse Agreement, and Guaranty, and they must personally guarantee the terms of your renewal Franchise Agreement, which may contain terms materially different from your current Franchise Agreement.
d. Termination by franchisee	16.B.	You may terminate the Franchise Agreement if you are in compliance with its terms, we are in material breach of the Franchise Agreement, and we fail to cure the material breach within 30 days of receiving written notice or, if the breach cannot be cured within 30 days, such period of time that is reasonable to cure the material breach.
e. Termination by franchisor without cause	Not applicable	Not applicable.
f. Termination by franchisor with "cause"	16.A.	We can terminate if you are in default of the terms of the Franchise Agreement.

g. "Cause" defined-curable defaults	16.A.(3), 16.A.(4)	You have 10 days to cure a default where you fail to pay any fees and/or obligations due to us and/or to an affiliate of ours or if you fail to pay a supplier without, as determined by us, a legal justification, provided that the foregoing defaults were not intentionally and knowingly in violation of the Franchise Agreement. You will have 30 days to cure a default where you fail to: timely lease a location that we approve for your Wild Bill's Business; timely develop and open your Wild Bill's Business; operate your Wild Bill's Business in accordance with the specifications, standards, and requirements set forth in our Manuals; develop or operate your Wild Bill's Business in compliance with all federal, state, and local laws, rules, and regulations, unless, such violation poses a threat to public health or safety; maintain insurance coverage that we require; comply with our standards, systems or specifications as we may designate or as otherwise designated in the operations manual; fail to operate your Wild Bill's Business in conformity with our System or otherwise violate the Franchise Agreement, except as to events of default that are not curable.

h. "Cause" defined-non-curable defaults	16.A.(1), 16.A.(2)	The following are defaults that cannot be cured: three or more instances where you commit a curable default, whether or not you timely cured such default in each instance; you intentionally and knowingly refuse to comply with the terms of the Franchise Agreement, and/or the standards specifications, and/or requirements set forth in the operations manual and/or as communicated to you by us from time to time; you intentionally, knowingly, or negligently operate the Franchised Business in violation of applicable laws, rules, and regulations and, in doing so, create a foreseeable, imminent, and/or immediate threat to the health and safety of others; you abandon the Franchised Business; you or your Owners intentionally made a material statement or omission in questionnaires submitted to us; the data, information, and/or records that you record and/or submit to us are intentionally misleading or false; you transfer or attempt to transfer the Franchised Business or the ownership interests in your franchise company without our approval; you disclose or permit the disclosure of information contained in the operations manual and/or of confidential information; you or your Owners engage in intentionally dishonest or unethical conduct that impacts our System; you and/or your Owners breach and, if such breach is capable of a cure, fail to timely cure another agreement with us, including the Owner and Spouse Agreement and Guaranty; you and your Owners and managers fail to complete, to our satisfaction, our initial and on-going training programs; you fail to notify us of the misuse of confidential information and you fail to protect same; you misappropriate or misuse the Licensed Marks; you are deemed insolvent, make an assignment for the benefit of creditors, admit in writing your inability to pay debts; are adjudicated bankrupt, file a voluntary bankruptcy petition or have one filed against you, and/or you acquiesce to the appointment of a trustee or receiver, or a court orders one; execution is levied against the Franchised Business; a final judgment is entered against the Franchised Business and is not satisfied within 30 days; you are dissolved; a lawsuit or action is commenced against the Franchised Business to foreclose on a lien on equipment of the Franchised Business and such action is not dismissed after 60 days; real or personal property used by the Franchised Business is sold or levied by a sheriff or other law enforcement officer; and/or you abandon or fail to continuously own and operate the Franchised Business.

i. Franchisee's obligations on termination/non-renewal	6, 17	You must: pay all sums that you owe to us under the Franchise Agreement and all other agreements with us; cease owning and operating the Franchised Business; cease representing yourself as a franchisee of ours; permanently cease using and/or accessing the System, the Licensed Marks, our confidential information, the Manuals, the Business Management System, the Business Management System Data, and the System Supplies; return the Manuals and all confidential information to us in the original form provided to you and document the destruction of all electronic files related to same; completely de-identify the location and/or facility associated with the Franchised Business; as requested by us, transfer to us all data, telephone listings, digital media, accounts, web listings and websites associated with the Franchised Business; and abide by the post-termination non-competition covenants and restrictions.
j. Assignment of the contract by franchisor	14.A.	No restriction on our right to assign.
k. "Transfer" by franchisee-definition	14.B.	A transfer means and includes, whether voluntary or involuntary, conditional or unconditional, direct or indirect: (a) an assignment, sale, gift, transfer, pledge or sub-franchise; (b) the grant of a mortgage, charge, lien or security interest, including, without limitation, the grant of a collateral assignment; (c) a merger, consolidation, exchange of shares or other ownership interests, issuance of additional ownership interests or securities representing or potentially representing ownership interests, or redemption of ownership interests; and (d) a sale or exchange of voting interests or securities convertible to voting interests, or an agreement granting the right to exercise or control the exercise of the voting rights of any holder of ownership interests or to control the operations or affairs of Franchisee.
l. Franchisor's approval of transfer by franchisee	14.B.	Transfers require our prior written consent, which may be granted or withheld in our discretion.

m. Conditions for franchisor's approval of transfer	14.C.	For approval of your transfer, you must provide us with 30 days prior written notice of the proposed transfer; you and your Owners must not have defaulted in your obligations under the Franchise Agreement and all other agreements with us; you and your Owners must be in compliance with your obligations under the Franchise Agreement and all other agreements with us; the transferee must agree to be bound by all of the terms and provisions of the Franchise Agreement; the transferee's owners and their spouses must personally guarantee all of the terms and provisions of the Franchise Agreement; you and your Owners and their spouses must sign a general release in favor of us; the transfer must provide for the assignment and/or ownership of the approved location for the Franchised Business, and the transferee's continued use and occupancy of such location throughout the term of the Franchise Agreement; the assets of the Franchised Business must be transferred to the transferee; the transferee and the transferee's owners and managers, at the transferee's expense, must complete our training programs; we waive our right of first refusal; we approve of the transfer and transferee in writing and subject to our discretion; and you pay the Transfer Fee (subject to applicable state laws).
n. Franchisor's right of first refusal to acquire franchisee's business	14.F.	We have the right to match any offer to purchase your Wild Bill's Business or the Corporate Entity operating your Wild Bill's Business.
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable.
p. Death or disability of franchisee	14.D.	If you are an individual, within 30 days of your death or permanent disability, your executor and/or legal representative must appoint an Operating Manager approved by us and within 60 days of such appointment the Operating Manager must complete, to our satisfaction, our initial training program. Within 12 months of the date of death or disability, the Franchise Agreement must be transferred to a transferee approved by us and otherwise transferred in accordance with the terms of the Franchise Agreement. If the franchisee is a Corporate Entity, within 30 days of the death or permanent disability of your Managing Owner, if there are other Owners, you must appoint a replacement Operating Manager approved by us and within 60 days of such appointment the replacement Operating Manager must complete, to our satisfaction, our initial training program.
q. Non-competition covenants during the term of the franchise	6	No involvement in any competitive business and must comply with confidentiality, non-disclosure and non-solicitation covenants.

r. Non-competition covenants after the franchise is terminated or expires	6, 17	No involvement, ownership or interest whatsoever for 24 months in any competing business in: your Operating Territory; a 25 mile radius of your Operating Territory; the Operating Territory of any other Wild Bill's Business; and you must comply with confidentiality, non-disclosure and non-solicitation covenants.
s. Modification of the agreement	18.L.	Requires writing signed by you and us, except for unilateral changes that we may make to the Manuals or our unilateral reduction of the scope of a restrictive covenant that we may make in our discretion.
t. Integration/merger clauses	18.M.	Only the terms of the Franchise Agreement and schedules to the Franchise Agreement and the respective signed exhibits to the Franchise Agreement are binding, subject to state law. Nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	18.G.	Except for certain claims for injunctive relief, all disputes must first be submitted to non-binding mediation within Morris County, New Jersey or the nearest suitable location to our corporate headquarters at the time such mediation is conducted as chosen by the mediator and, if mediation is unsuccessful, then to binding arbitration in Morris County, New Jersey or the nearest suitable location to our corporate headquarters at the time such arbitration is conducted as chosen by the arbitrator. This provision is subject to applicable state law. Except for certain claims for injunctive relief, all disputes must first be submitted to non-binding mediation within Morris County, New Jersey or the nearest suitable location to our corporate headquarters at the time such mediation is conducted as chosen by the mediator and, if mediation is unsuccessful, then to binding arbitration in Morris County, New Jersey or the nearest suitable location to our corporate headquarters at the time such arbitration is conducted as chosen by the arbitrator. This provision is subject to applicable state law.
v. Choice of forum	18.G.	Except for certain claims for injunctive relief, all litigation proceedings must be conducted in, the appropriate State or Federal Court within or closest to either Morris County, New Jersey or the State or Federal Court nearest to our corporate headquarters at the time such action is commenced. This provision is subject to applicable state law.
w. Choice of law	18.F.	New Jersey law will govern. However, this provision is subject to state law and as otherwise disclosed in <u>Exhibit I</u> to this Disclosure Document.

ITEM 18
PUBLIC FIGURES

We do not currently use any public figure to promote our franchise. No public figure is currently involved in our management.

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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) 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.

DEFINITIONS

- (a) Calendar Year – means January 1 through December 31 of the applicable year.
- (b) Company Owned Outlet – means an Outlet owned either directly or indirectly by us, our affiliate, or any person identified in Item 2 of this Disclosure Document. A Company Owned Outlet also includes any Outlet that is operated as a joint venture owned in part by us, our affiliate, or any person identified in Item 2 of this Disclosure Document, or that is managed by us, our affiliate, or any person identified in Item 2.
- (c) Event – means a single, distinct engagement at an isolated or contained venue or location — such as a festival, fair, carnival, concert, sporting event, community gathering, or similar occasion — at which a Wild Bill's Business operates one or more Mobile Stands and offers Approved Products and Services, pursuant to a booking or agreement with a specific promoter, event organizer, or customer. An Event is defined by a single booking with a single promoter or customer at a single location. An Event may span one day or multiple consecutive days; a multi-day booking with the same promoter at the same location constitutes a single Event for purposes of this Item 19. Separate bookings with the same promoter at different locations or dates that are not consecutive shall each constitute a separate Event. Events that were canceled prior to any operations being conducted are excluded from all data presented in this Item 19.
- (d) Franchise Outlet – refers to a Wild Bill's Business operated under a Franchise Agreement that is not a Company Owned Outlet.
- (e) Gross Sales – means the total revenue derived by each Wild Bill's Business less sales tax, discounts, allowances, and returns.
- (f) Mobile Stand - means each individual mobile vending unit (including wagon-style Mobile Stands, mobile stands, or similar equipment) operated at an Event by a Wild Bill's Business.
- (g) Multi-Territory Outlet – means a Wild Bill's Business that is either a Company Owned Outlet or a Franchise Outlet, as the context requires, that operates within the equivalent of two or more Territories.
- (h) New Company Owned Outlet – means, as to a particular Calendar Year, a Company Owned Outlet that for the first time opened and commenced operations during the Calendar Year. For example, if a Company Owned Outlet first opened for business in February 2024, as to the 2024 Calendar Year, the Company Owned Outlet would qualify as a New Company Owned Outlet and not as an Operational Company Owned Outlet, see definition below. If this Company Owned Outlet remained in operation throughout the 2024 Calendar Year, it would qualify as an Operational Company Owned Outlet during the 2024 Calendar Year.
- (i) New Franchise Outlet – means, as to a particular Calendar Year, a Franchise Outlet that for the first time opened and commenced operations during the Calendar Year. For example, if a Franchise Outlet first opened for business in February 2024, as to the 2024 Calendar Year, the Franchise Outlet would qualify as a New Franchise Outlet and not as an Operational Franchise Outlet, see definition below. If this Franchise Outlet remained in operation throughout the 2025 Calendar Year, it would qualify as an Operational Franchise Outlet during the 2025 Calendar Year.
- (j) Operational Company Owned Outlet – means, as to a particular Calendar Year, a Company Owned Outlet that was open and in operation on or prior to the commencement of the Calendar Year. For example, if a Company Owned Outlet first opened for business in February 2024, as to the 2024 Calendar Year, the Company Owned

Outlet would qualify as a New Company Owned Outlet, see definition above, and not as an Operational Company Owned Outlet. If this Company Owned Outlet remained in operation throughout the 2025 Calendar Year, it would qualify as an Operational Company Owned Outlet during the 2025 Calendar Year.

- (k) Operational Franchise Outlet – means, as to a particular Calendar Year, a Franchise Outlet that was open and in operation prior to the commencement of the Calendar Year. For example, if a Franchise Outlet first opened for business in February 2024, as to the 2024 Calendar Year, the Franchise Outlet would qualify as a New Franchise Outlet, see definition above, and not as an Operational Franchise Outlet. If this Franchise Outlet remained in operation throughout the 2025 Calendar Year, it would qualify as an Operational Franchise Outlet during the 2025 Calendar Year.
- (l) Outlet – refers to a Wild Bill’s Business that is either a Company Owned Outlet or a Franchise Outlet, as the context requires.
- (m) Single Territory Outlet – means a Wild Bill’s Business that is either a Company Owned Outlet or a Franchise Outlet, as the context requires, that operates within the equivalent of one Territory.
- (n) Territory – shall have the meaning defined and set forth in Item 5 and Item 12 of this Disclosure Document and, generally, shall refer to a geographic area that includes a population of approximately 2,000,000 people and that is designated as or part of the Operating Territory of an Outlet.

BASES AND ASSUMPTIONS

The financial information was not prepared on a basis consistent with generally accepted accounting principles. Data for our Company Owned Outlets is based on information reported to us by our affiliate. Data for the Operational Franchise Outlets is based on financial information reported to us by our franchisees. The information in this analysis has not been audited, is based on historical financial data, and is not a forecast or projection of future financial performance.

During the 2025 Calendar Year we had 4 Company Owned Outlets. Of our 4 Company Owned Outlets, 4 Outlets were Operational Company Owned Outlets and zero Outlets were New Company Owned Outlets. Of the 4 Operational Company Owned Outlets, 2 qualify as Multi-Territory Company Owned Outlets and 2 qualify as Single Territory Company Owned Outlets. Material financial and operational characteristics that are reasonably anticipated to differ from future operational franchise outlets include: (a) managerial skill and efficiency experienced by our Company Owned Outlets as a result of our extensively experienced management team; (b) brand recognition within the local markets in which our Company Owned Outlets operate; and (c) no obligation to pay ongoing fees that a franchisee will pay to us, such as Royalty Fees and Brand Development Fund Fees; (d) event volume and scale, in that our Company Owned Outlets conduct a limited number of large-scale Events per year, which results in higher average Gross Sales per Event than may be typical for a franchisee operating across a broader range of event types and sizes.

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The table below provides a summary of our Company Owned Outlets.

Table 1

Operational Company Owned Outlets 2025 Calendar Year Gross Sales and Event Data					
Outlet	Gross Sales	Number of Events	Average Gross Sales Per Event	Number of Mobile Stands	Number of Territories
California ¹	\$ 659,201.00	8	\$ 82,400	2	2
New Jersey ²	\$ 387,385.00	3	\$ 129,128	2	2
Oregon ³	\$ 118,767.00	3	\$ 39,589	1	1
Texas ⁴	\$ 86,419.00	1	\$ 86,419	2	1

Notes to Table 1:

Note¹ – This Outlet was established in 2018, operates within the equivalent of 2 Territories, and operates 2 Mobile Stands. As to Gross Sales per event: the average gross sales per event was \$82,400; the median Gross Sales per event was \$86,419; the high Gross Sales for an event was \$127,661; and the low Gross Sales for an event was \$43,944.

Note² – This Outlet was established in 2018, operates within the equivalent of 2 Territories, and operates 2 Mobile Stands. As to Gross Sales per event: the average gross sales per event was \$129,128; the median Gross Sales per event was \$136,000; the high Gross Sales for an event was \$249,459; and the low Gross Sales for an event was \$1,923.

Note³ – This Outlet was established in 2018, operates within the equivalent of 1 Territories, and operates 1 Mobile Stand. As to Gross Sales per event: the average gross sales per event was \$39,589; the median Gross Sales per event was \$30,998; the high Gross Sales for an event was \$57,082; and the low Gross Sales for an event was \$30,687.

Note⁴ – This Outlet was established in 2018, operates within the equivalent of 1 Territories, and operates 2 Mobile Stand. As to Gross Sales per event: the average gross sales per event was \$86,419; the median Gross Sales per event was \$86,419; the high Gross Sales for an event was \$86,419; and the low Gross Sales for an event was \$86,419.

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ANALYSIS OF RESULTS OF OPERATIONAL FRANCHISE OUTLETS

During the 2025 Calendar Year we had a total of 20 Franchise Outlets. Of the 20 Franchise Outlets, 15 Outlets were Operational Franchise Outlets and 5 Outlets were New Franchise Outlets. Of the 15 Operational Franchise Outlets, 9 qualify as Multi-Territory Franchise Outlets. Of the 9 that qualify as Multi-Territory Franchise Outlets, we exclude the data from 3 of those Multi-Territory Outlets because they operate within an Operating Territory that exceeds 3 Territories. New Franchise Outlets are excluded from this analysis because they commenced operations during the 2025 Calendar Year and therefore do not have a full Annual Period of operating data that would be representative of ongoing operations.

Table A

Operational Franchise Outlets 2025 Calendar Year Gross Sales and Event Data						
Outlet	Gross Sales	Number of Events	Average Gross Sales Per Event	Number of Mobile Stands	Average Gross Sales Per Stand	Number of Territories
Wild Bills Outlet 1 ^a	\$ 151,096	4	\$ 37,774	1	\$ 151,096	1
Wild Bills Outlet 2 ^b	\$ 211,136	9	\$ 23,460	2	\$ 105,568	2
Wild Bills Outlet 3 ^c	\$ 938,324	36	\$ 25,065	2	\$ 469,162	2
Wild Bills Outlet 4 ^d	\$ 328,877	24	\$ 13,703	2	\$ 164,439	2
Wild Bills Outlet 5 ^e	\$ 426,391	27	\$ 15,792	2	\$ 213,196	2
Wild Bills Outlet 6 ^f	\$ 387,222	27	\$ 14,342	2	\$ 193,611	1
Wild Bills Outlet 7 ^g	\$ 221,922	21	\$ 10,568	2	\$ 110,961	2
Wild Bills Outlet 8 ^h	\$ 69,274	3	\$ 23,091	1	\$ 69,274	1
Wild Bills Outlet 9 ⁱ	\$ 827,811	22	\$ 37,628	2	\$ 413,906	1
Wild Bills Outlet 10 ^j	\$ 218,050	12	\$ 18,171	1	\$ 218,050	2
Wild Bills Outlet 11 ^k	\$ 277,012	30	\$ 9,234	2	\$ 138,506	1
Wild Bills Outlet 12 ^l	\$ 180,364	11	\$ 16,397	1	\$ 180,364	1

Notes to Table A:

Note^a – This Outlet was established in 2023, operates within the equivalent of 1 Territory, and operates 1 Mobile Stand. As to Gross Sales per event: the average gross sales per event was \$37,774; the median Gross Sales per event was \$67,539; the high Gross Sales for an event was \$70,321; and the low Gross Sales for an event was \$4,000.

Note^b – This Outlet was established in 2024, operates within the equivalent of 2 Territories, and operates 1 Mobile Stand. As to Gross Sales per event: the average gross sales per event was \$23,460; the median Gross Sales per event was \$19,390; the high Gross Sales for an event was \$59,311; and the low Gross Sales for an event was \$6,043.

Note^c – This Outlet was established in 2023, operates within the equivalent of 2 Territories, and operates 2 Mobile Stands. As to Gross Sales per event: the average gross sales per event was \$25,252; the median Gross Sales per event was \$11,986; the high Gross Sales for an event was \$129,312; and the low Gross Sales for an event was \$5,691.

Note^d – This Outlet was established in 2025, operates within the equivalent of 2 Territories, and operates 2 Mobile Stands. As to Gross Sales per event: the average gross sales per event was \$13,703; the median Gross Sales per event was \$7,128; the high Gross Sales for an event was \$142,883; and the low Gross Sales for an event was \$332.

Note^e – This Outlet was established in 2022, operates within the equivalent of 2 Territories, and operates 2 Mobile Stands. As to Gross Sales per event: the average gross sales per event was \$15,792; the median Gross Sales per event was \$8,037; the high Gross Sales for an event was \$118,604; and the low Gross Sales for an event was \$261.

Note^f – This Outlet was established in 2019, operates within the equivalent of 1 Territories, and operates 2 Mobile Stands. As to Gross Sales per event: the average gross sales per event was \$14,342; the median Gross Sales per event was \$8,874; the high Gross Sales for an event was \$57,087; and the low Gross Sales for an event was \$1,404.

Note^g – This Outlet was established in 2023, operates within the equivalent of 2 Territories, and operates 2 Mobile Stands. As to Gross Sales per event: the average gross sales per event was \$10,568; the median Gross Sales per event was \$4,800; the high Gross Sales for an event was \$40,000; and the low Gross Sales for an event was \$1,200.

Note^h – This Outlet was established in 2015, operates within the equivalent of 1 Territories, and operates 1 Mobile Stand. As to Gross Sales per event: the average gross sales per event was \$23,091; the median Gross Sales per event was \$26,381; the high Gross Sales for an event was \$35,766; and the low Gross Sales for an event was \$7,127.

Noteⁱ – This Outlet was established in 2025, operates within the equivalent of 1 Territories, and operates 2 Mobile Stands. As to Gross Sales per event: the average gross sales per event was \$37,628; the median Gross Sales per event was \$20,753; the high Gross Sales for an event was \$201,933; and the low Gross Sales for an event was \$790.

Note^j – This Outlet was established in 2017, operates within the equivalent of 2 Territories, and operates 1 Mobile Stand. As to Gross Sales per event: the average gross sales per event was \$18,171; the median Gross Sales per event was \$12,920; the high Gross Sales for an event was \$58,722; and the low Gross Sales for an event was \$4,375.

Note^k – This Outlet was established in 2024, operates within the equivalent of 1 Territories, and operates 2 Mobile Stands. As to Gross Sales per event: the average gross sales per event was \$9,234; the median Gross Sales per event was \$5,598; the high Gross Sales for an event was \$58,214; and the low Gross Sales for an event was \$1,532.

Note^l – This Outlet was established in 2017, operates within the equivalent of 1 Territories, and operates 2 Mobile Stands. As to Gross Sales per event: the average gross sales per event was \$16,397; the median Gross Sales per event was \$17,872; the high Gross Sales for an event was \$32,967; and the low Gross Sales for an event was \$3,378.

Table B

Operational Franchise Outlets 2025 Calendar Year Gross Sales and Event Data by Size of Event*								
Event Size Range	Number of Events	Average	Median	Outlet Number	High	Outlet Number	Low	Outlet Number
<5,000	61	\$2,685	\$2,721	6	\$4,943	12	\$261	5
5,000 to 10,000	53	\$7,471	\$7,541	11	\$9,581	6	\$5,173	12
10,001 to 25,000	63	\$15,843	\$14,500	7	\$24,850	11	\$10,078	4
25,001 to 50,000	33	\$33,763	\$30,843	6	\$49,448	6	\$25,405	9
50,001 to 100,000	9	\$66,601	\$59,311	2	\$90,444	3	\$57,087	5
>100,001	7	\$138,005	\$129,312	3	\$201,933	9	\$104,035	3

Notes to Table B:

* Table B presents historical Gross Sales data for the 226 Events conducted by the 12 Operational Franchise Outlets included in this Item 19 during the 2025 Calendar Year, categorized by the Gross Sales generated per individual Event. "Event Size Range" refers to the total Gross Sales generated at a single Event, as "Event" and "Gross Sales" are defined in the Definitions section of this Item 19. The Average and Median figures represent the average and median Gross Sales per Event within each range. The High and Low figures represent the single highest and lowest Gross Sales recorded for one Event within each range, along with the Outlet that generated that result. This table is based on a limited dataset and is historical only. It is not a forecast or projection of future performance, has not been audited, and was not prepared in accordance with generally accepted accounting principles. Individual results will vary. Written substantiation of the data used in preparing this table will be made available to you upon reasonable request.

Table C

Operational Franchise Outlets 2025 Calendar Year Event Data by Month of Year*	
Month	Number of Events
January	6
February	6
March	23
April	21
May	24
June	27
July	20
August	28
September	21
October	28

November	16
December	6

Notes to Table C:

* Table C presents the total number of Events conducted by the 12 Operational Franchise Outlets included in this Item 19 during the 2025 Calendar Year, organized by calendar month. This table reflects event count only and does not represent the distribution of Gross Sales by month.

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

Written substantiation of the data used in preparing these sales figures will be made available to you upon reasonable request.

Other than the preceding financial performance representations, Wild Bill's Soda Franchising, LLC does 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 Michael Quilty ~~at 50 Division Avenue, Building 1, Suite 42, Millington, New Jersey 07946 (917) 586-1303~~, Wild Bill's Soda Franchising, LLC at 904 Marcon Boulevard, Suite 102, Allentown, Pennsylvania 18109 and (800) 722-8812, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1

SYSTEMWIDE OUTLET SUMMARY-
FOR YEARS 2022-20242023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	8	13	+5
	2024	13	14	+1
	2025	14	20	+6
Company Owned	2023	7	7	0
	2024	7	7	0
	2025	7	4	-3
Total Outlets	2023	15	20	+5
	2024	20	21	+1
	2025	21	24	+3

TABLE NO. 2

TRANSFERSTRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS-
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2022-20242023 to 2025

State	Year	Number of Transfers
None	2023	0
	2024	0
	2025	0

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TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
Arizona	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Connecticut ¹	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	1	0
	2025	0	1	0	0	0	0	1
Indiana	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Iowa	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Michigan	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nevada	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
New Jersey ²	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
4923-1273-4033, v. 1 New York ³	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	1	0	2

North Carolina	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Ohio	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Rhode Island	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
South Carolina	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	1	0	0
	2025	0	0	0	0	0	0	0
South Dakota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Tennessee ⁴	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Texas	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Virginia	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	0	0	0	0	0	2
4923-1273-4033, v. 1 Totals	2023	8	5	0	0	0	0	13
	2024	13	3	0	0	0	2	14
	2025	14	7	0	0	1	0	20

franchisee’s Operating Territory also includes Maine, New Hampshire and Vermont.

² This franchisee’s Operating Territory also includes parts of Maryland, Pennsylvania and Washington, D.C.

³ This franchisee’s Operating Territory also includes parts of Massachusetts.

⁴ One additional outlet reflected in the current fiscal year resulted from the separation of a co-owned franchise outlet into two separate franchise agreements covering two distinct territories. The transaction did not constitute a termination of an existing franchise relationship but rather a restructuring of the same.

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TABLE NO. 4
STATUS OF COMPANY OWNED OUTLETS
FOR YEARS 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired by Franchisor	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California ¹	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Florida ²	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	1	0
Georgia ³	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	1	0	0
	2023	1	0	0	0	0	1

Illinois ³	2024	1	0	0	0	0	1
	2025	1	0	0	0	1	0
New Jersey ⁴	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Oregon ⁵	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Texas ⁶	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Totals	2023	7	0	0	0	0	7
	2024	7	0	0	0	0	7
	2025	7	0	0	1	2	4

^{*1} Our California location also services ~~portionsparts~~ of ~~Nevada, Utah and Arizona~~, Nevada and Utah.

² Our Florida and Georgia locations also service ~~portionsparts~~ of South Carolina.

~~Our Oregon location also services portions of Washington, Vancouver, BC, and Calgary—~~

~~Our Texas location also services portions of New Mexico, Colorado, Kansas, Oklahoma, and—
Louisiana—~~

~~**3~~ Our Illinois location ~~newalso~~ services Indiana as well as ~~portionsparts~~ of ~~WisconsinMichigan~~, Missouri and Wisconsin.

~~Michigan~~

~~*** Our New Jersey location now also services New York, as well as portions of Maryland, Pennsylvania, Washington, D.C., Virginia, Rhode Island, Connecticut, and Maryland, Massachusetts, Pennsylvania, Rhode Island, Virginia and Washington, D.C.~~

~~⁵ Our Oregon location also services parts of Washington, British Columbia, Vancouver and Calgary.~~

~~⁶ Our Texas location also services parts of Colorado, Kansas, Louisiana, Oklahoma and New Mexico.~~

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**TABLE NO. 5-
PROJECTED OPENINGS
AS OF DECEMBER 31, 20252024**

State	Franchise Agreement Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
California	0	2	0
Utah	0	1	0
Maryland	0	1	0
Ohio	0	2	0
Oregon	0	1	0
Kentucky	0	1	0
Alabama	0	1	0
Montana	0	1	0
Totals	0	10	0

~~Attached as Exhibit F to this Disclosure Document is a list of all franchisees as of December 31, Notes to Tables: 2024 and the addresses and telephone numbers of their Franchised Businesses.~~

~~No franchisee has had an outlet terminated, canceled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year. No franchisee has failed to communicate with us within 10 weeks of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.~~

4923-1273-4033, v. 1

~~Some~~During the last three fiscal years, no current or former franchisees have signed confidentiality provisions clauses with us in the last three years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all

~~such franchisees will be able to communicate~~ restrict them from discussing with you.—

their experiences as a franchisee in our franchise system. There are no ~~franchisee associations required to be~~
~~listed~~ trademark-specific franchisee organizations associated with the franchise system being offered in this Disclosure Document.

Exhibit F to this Disclosure Document contains a list, as of the Issuance Date of this Disclosure Document, of current Wild Bill's Soda Franchising, LLC franchisees.

Exhibit ~~Wild Bill's FDD~~ G to this Disclosure Document contains a list of every franchisee who had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document.

ITEM 21-
FINANCIAL STATEMENTS

~~Attached to this Disclosure Document as Exhibit D~~ are our audited financial statements ~~as of for 2023, 2024, and 2025. We were established on March 14, 2014 and our fiscal year ends on December 31, 2022, December 31, . 2023, and December 31, 2024.~~

~~Our fiscal year end is December 31.~~

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ITEM 22-
CONTRACTS

~~Included in~~ Attached to this Disclosure Document or to the Exhibits attached to and comprising the Franchise Agreement attached to this Disclosure Document are copies of the following franchise and other contracts ~~and agreements:~~ ~~Exhibit B—Franchise Agreement in use or proposed for use:~~
~~Exhibit 1—Approved Location and Territory—~~
~~Exhibits to this Disclosure Document~~

~~Exhibit 2—Statement of Ownership Interest—~~
~~Exhibit 3—Personal Guaranty—~~
~~Exhibit 4—Form of Confidentiality Agreement—~~
~~Exhibit 5—Form of Release—~~
~~Exhibit 6—Franchise Disclosure Questionnaire—~~
~~Exhibit 7—Consent to Transfer—~~

~~Exhibit 8—Assignment and Assumption~~E Franchise Agreement
~~Exhibit 9—Telephone, Internet Websites~~H State Specific Addenda

~~Schedules and Listing~~Exhibits to the Franchise Agreement ~~Exhibit 10—Electronic Funds Transfer Authorization~~

ITEM 23-
RECEIPT

~~Attached to the end of this Disclosure Document are duplicate copies of a receipt page. You should sign both copies of the Receipt and return one signed copy to us at: Wild Bill's Soda Franchising, LLC, 50 Division Avenue, Building 1, Suite 42, Millington, New Jersey 07946.~~

~~Exhibit A~~

~~STATE ADMINISTRATORS/AGENTS FOR SERVICE
OF PROCESS~~

~~Wild Bill's Soda
Franchising, LLC~~

**STATE ADMINISTRATORS/ DESIGNATION OF
AGENT FOR SERVICE OF PROCESS**

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. Where we are registered to sell franchises, we have appointed the state agency, or as noted below, a state officer, as our agent for service of process in the state. We may not yet be registered to sell franchises in any or all of the states listed. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

Schedule 1 Operating Territory Acknowledgment
Schedule 2 Franchise Fee Acknowledgement

Exhibit 1 Owner and Spouse Agreement and
Guaranty

Schedule 3 Statement of Franchisee's Owners

Exhibit 2 Confidentiality Agreement

Exhibit 3 Assignment of Telephone Numbers and
Digital Media Accounts

Exhibit 4 ACH Authorization Form

Exhibit 5 General Release

Individual state law may supersede the provisions contained in your Franchise Agreement respecting the requirement that you execute a general release as a condition to assignment, sale or transfer. See, the state specific addendums contained in Exhibit H of this Disclosure Document and the state specific addendums attached to the Franchise Agreement and forming a part of Exhibit E.

ITEM 23
RECEIPTS

Two copies of a detachable receipt in Exhibit J are located at the very end of this Disclosure Document. Please sign one copy of the receipt and return it to us at the following address: Michael Quilty, Wild Bill's Soda Franchising, LLC, 904 Marcon Boulevard, Suite 102, Allentown, Pennsylvania 18109. The duplicate is for your records.

[THE DISCLOSURE DOCUMENT ENDS HERE]



Franchise Disclosure Document
Exhibit A - State **Administrators**

List of State Administrators

California

Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013

651 Bannon Street, Suite 300
Sacramento, CA 95811
866-275-2677

Connecticut

Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, CT 06103

Florida

Division of Consumer Services
Attn: Business Opportunities
2005 Apalachee Parkway
Tallahassee, FL 32399

Hawaii

Commissioner of Securities
Department of Commerce & Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois

Office of the Attorney General
Franchise Bureau
500 South Second Street
Springfield, IL 62706

Indiana

Indiana Secretary of State
Indiana Securities Division
Franchise Section
302 W. Washington Street, Room E-111
Indianapolis, IN 46204

Kentucky

Office of the Attorney General
Consumer Protection Division
Attn: Business Opportunity
1024 Capital Center Drive
Frankfort, KY 40601

Maine

Department of Professional and Financial Regulations
Bureau of Banking
Securities Division
121 Statehouse Station
Augusta, ME 04333

Maryland

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202

Michigan

Michigan Department of the Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
670 Law Building
P.O. Box 30213
Lansing, MI 48909

Minnesota

Minnesota Department of Commerce
Securities Division
85 7th Place East, Suite 280
St. Paul, MN 55101

Nebraska

Nebraska Department of Banking and Finance
Commerce Court
1230 O Street, Suite 400
Lincoln, NE 68509

New York

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
212-416-8222

North Carolina

Secretary of State
Securities Division
300 North Salisbury Street, Suite 100
Raleigh, NC 27603

North Dakota

Securities Department
600 East Boulevard Avenue, State Capitol
Fourteenth Floor, Department 414
Bismarck, ND 58505
701-328-4712

List of State Administrators (continued)

Rhode Island

Department of Business Registration
Division of Securities
233 Richmond Street, Suite 232
Providence, RI 02903

South Carolina

Office of the Secretary of State
1205 Pendleton Street
Edgar Brown Building, Suite 525
Columbia, SC 29201

South Dakota

Franchise Office
Division of Securities
910 E. Sioux Avenue
Pierre, SD 57501

Texas

Office of the Secretary of State
Statutory Document Section
1019 Brazos Street
Austin, TX 78701

Utah

Utah Department of Commerce
Division of Consumer Protection
160 East Three Hundred South
P.O. Box 146704
Salt Lake City, UT 84114

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Washington

Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, WA 98504
360-902-8700

Wisconsin

Franchise Office
Wisconsin Securities Commission
P.O. Box 1768
Madison, WI 53701



Franchise Disclosure Document
Exhibit B – Agents for Service of Process

Wild Bill's

Agents for Service of Process

~~Exhibit B~~

Soda Franchising, LLC
904 Marcon Boulevard, Suite 102, Allentown, Pennsylvania 18109
Attn: Michael Quilty, CEO

California

Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013

651 Bannan Street, Suite 300
Sacramento, CA 95811
866-275-2677

Connecticut

Banking Commissioner
Department of Banking
Securities and Business Investment Division
260 Constitution Plaza
Hartford, CT 06103

Hawaii

Commissioner of Securities
Department of Commerce & Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Maryland

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202

Michigan

Michigan Department of Commerce
Corporation and Securities Bureau
6546 Mercantile Way
Lansing, MI 48910

Minnesota

Commissioner of Commerce of Minnesota
Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101

New York

Secretary of the State of New York
99 Washington Avenue
Albany, NY 12231

North Dakota

North Dakota Securities Department
Securities Commissioner
600 East Boulevard Avenue, State Capitol
Fifth Floor, Department 414
Bismarck, ND 58505
701-328-4712

Rhode Island

Director of Department of Business
Regulation
233 Richmond Street, Suite 232
Providence, RI 02903

South Dakota

Director, Division of Securities
Department of Commerce and Regulation
445 East Capitol Avenue
Pierre, SD 57501

Virginia

Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, VA 23219

Washington

Securities Administrator
Washington Department of Financial
Institutions
150 Israel Road SW
Tumwater, WA 98501

Wisconsin

Wisconsin Commissioner of Securities
345 W Washington Avenue
Madison, WI 53703



Franchise Disclosure Document
Exhibit C – Operations Manual Table of Contents

Operations Manual Table of Contents

Section

Page

Table of Contents	2
Introduction to the Wild Bill's Soda Franchise Operations Manual	8
Confidentiality of the Operations Manual	10
Nondisclosure Agreement	11

SECTION 1: INTRODUCTION 1

1. Welcome Letter
2. Wild Bill's Soda History
- 1.3 Mission, Vision and Management Statement
- 1.4 Wild Bill's Soda Contact List
- 1.5 Wild Bill's Soda Terminology
- 1.6 Pre-Opening Checklist

SECTION 2: ESTABLISHING THE BUSINESS 22

- 2.1 Business Overview
 - 2.1.1 Business Structure
 - 2.1.2 Overview of Entity Choices
 - 2.1.3 Naming Your Entity
 - 2.1.4 Employer Identification Number
 - 2.1.5 Banking
- 2.2 Stand, Trailer and Vehicle Storage
- 2.3 Licenses, Permits and Taxes
 - 2.3.1 Introduction
 - 2.3.2 Business Licenses and Permits
 - 2.3.3 Tax Registrations and Payments
 - 2.3.4 State Information Web Sites
- 2.4 Training
 - 2.4.1 Scheduling Initial Training
 - 2.4.2 Training Outline
- 2.5 Setting Up Your Office
 - 2.5.1 Required Furnishings and Equipment
 - 2.5.2 Utilities / Services
- 2.6 Wild Bill's Soda Products
 - 2.6.1 Products
 - 2.6.2 Purchasing Soda and Supplies
 - 2.6.3 Storage
- 2.7 Initial Inventory and Supplies
 - 2.7.1 Required Items
 - 2.7.2 List of Approved Suppliers
- 2.8 Uniforms/Employee Appearance
- 2.9 Insurance Coverage
 - 2.9.1 General Insurance Requirements
 - 2.9.2 Minimum Coverage Amounts

SECTION 3: PERSONNEL 44

- 3.1 Introduction
- 3.2 Employment Law Basics
 - 3.2.1 Federal Regulations on Employment Relationships
 - 3.2.2 State Employment Laws
 - 3.2.3 OSHA
- 3.3 Job Responsibilities and Employee Profiles
 - 3.3.1 Job Descriptions

- 3.3.2 Who is Our Target Employee?
- 3.4 Recruiting Employees
 - 3.4.1 Sources of Employee Candidates
 - 3.4.2 Job Advertisements
 - 3.4.3 Application Form
- 3.5 Interviewing Job Applicants
 - 3.5.1 Preparing For Interviews
 - 3.5.2 Questions to Avoid
- 3.6 New Employee Paperwork
- 3.7 New Employee Training
- 3.8 Personnel Policies
 - 3.8.1 Introduction
 - 3.8.2 Communicating Work Rules
 - 3.8.3 Personal Appearance
 - 3.8.4 Smoking, Drugs and Alcohol
 - 3.8.5 Electronics
 - 3.8.6 Local Shows and Traveling for Overnight Shows
- 3.9 Employee Attendance and Scheduling
- 3.10 Employee Motivation and Appreciation

SECTION 4: MARKETING THE BUSINESS

76

- 4.1 Searching For Events in your Territory
 - 4.1.1 When To Begin NOW!
 - 4.1.2 Types Of Events
 - 4.1.3 Event Seasonality
 - 4.1.4 Optimal Event Duration P&L Focused
- 4.2 Event Canvassing
 - 4.2.1 General Internet Search
 - 4.2.2 Event Specific Searches
 - 4.2.3 Themed and Enthusiast Based Event Searches
 - 4.2.4 Association Searches
 - 4.2.5 Promoter Searches
 - 4.2.6 Event Site and Venue Specific Searches
- 4.3 Search Channels
 - 4.3.1 Site Specific Channels
 - 4.3.2 Chamber of Commerce/State Tourism Boards
 - 4.3.3 Non-Profits and Charitable Organizations
 - 4.3.4 Networking
- 4.4 Event Criteria
 - 4.4.1 Dates/Duration and Age of Event
 - 4.4.2 Attendance, Admission, Spot Fees
 - 4.4.3 Vendor Availability and Application Process
 - 4.4.4. Is This Event A Hero or A Zero?
- 4.5 Contacting & Marketing Events
 - 4.5.1 Phone Introduction and Pitch
 - 4.5.2 Application Submission
 - 4.5.3 Promoter Follow Up and Education
 - 4.5.4 Exclusivity Contracts Coke and Pepsi
 - 4.5.5 Competition
- 4.6 Building the Brand Through Growth
 - 4.6.1 Location, Location, Location
 - 4.6.2 One Stand, Two Stands, Three Stands, Four!
 - 4.6.3 To Co-Brand or Not To Co-Brand?
 - 4.6.4 Sponsoring Events and ROI
 - 4.6.5 Promoter Relationship
- 4.7 Event P & L
 - 4.7.1 Not What You Make Its What You Keep

SECTION 5: Operating Procedures

112

- 5.1 Introduction
- 5.2 Event Preparation Procedures

- 5.3 Managing Inventory
 - 5.3.1 Monthly Inventory
- 5.4 Event Procedures
 - 5.4.1 Arriving at the Event
 - 5.4.2 During the Event
 - 5.4.3 Event Closing
- 5.5 The Importance of Customer Satisfaction
 - 5.5.1 The Customer Experience
 - 5.5.2 Frequently Asked Questions
 - 5.5.3 Handling Customer Complaints
- 5.6 POS System
 - 5.6.1 Introduction
 - 5.6.2 Accepting Payment
 - 5.6.3 Cash
 - 5.6.4 Credit and Debit Cards
- 5.7 Banking Procedures
 - 5.7.1 The Event Revenue Report
- 5.8 Safety and Security Procedures
- 5.9 Franchise Fees and Reporting Requirements
 - 5.9.1 Royalty Fee
 - 5.9.2 Brand Development Fee
 - 5.9.3 Required Reporting/Financial Statements
 - 5.9.4 Sample Chart of Accounts
- 5.10 Other Revenue Sources
 - 5.10.1 Catering, corporate events and parties

SECTION 6: BRANDING

144

- 6.1 Promoting the Business in Your Area
 - 6.1.1 Guidelines for Using Logos/Marks
 - 6.1.2 Marketing Standards
 - 6.1.2 Website/Web design
- 6.2 Logo Specifications
 - 6.2.1 Logo design
 - 6.2.2 Name in Typeface Only
 - 6.2.3 Vehicle, Stand and Mini-Stand Graphics
 - 6.2.4 Business Card Design
 - 6.2.5 Letterhead and Envelopes
 - 6.2.6 Use of Logo in E-Mail
- 6.3 Obtaining Marketing Approval

EXHIBITS

- Exhibit 1-1 Contact Sheet
- Exhibit 1-2 Terminology
- Exhibit 2-1 Order Procedures
- Exhibit 2-2 Item 7 - Estimated Initial Investment
- Exhibit 2-3 COI Sample
- Exhibit 3-1 I-9
- Exhibit 3-1.2 W-4
- Exhibit 3-2 Roles and Responsibilities
- Exhibit 3-3 Employment Application
- Exhibit 3-4 Emergency Contact Form
- Supplement Section 3 Expense Envelope
- Supplement Section 3 Employee File Checklist
- Supplement Section 3 Employee Performance Review
- Supplement Section 3 Expense Report
- Supplement Section 3 Job Offer Letter
- Supplement Section 3 Employee Confidentiality
- Exhibit 4-1 WBMKTGB Brochure
- Supplement Section 4 WB Lead Sheet
- Supplement Section 4 Wild Bills Menu
- Supplement Section 4 Wild Bills Mobile Unit
- Supplement Section 4 Wild Bills Experience Pic

Exhibit 5-1 Jump Checklist
Exhibit 5-2 Load Sheet
Exhibit 5-3 Event File Checklist
Exhibit 5-5 Frequently Asked Questions
Exhibit 5-6 Dailies
Supplement Section 5 Event Return Sheet
Supplement Section 5 TrailerChecklist2017
Supplement Section 5 VehicleChecklist2017
Supplement Section 5 Event Wrap-up
Supplement Section 5 Return Sheet
Supplement Section 5 Standchecklist2017

ADDENDUMS

Addendum 1 Trailers and Vehicles
Addendum 2 Event Arrival & Setup
Addendum 3 Troubleshooting & Maintenance
Addendum 4 Training Manual_iPad Register

Total Pages:

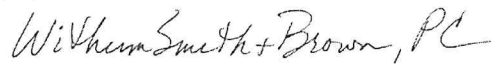
260



Franchise Disclosure Document
Exhibit D – Financial Statements

CONSENT OF ACCOUNTANT

WithumSmith+Brown, PC, hereby consents to the use in the Franchise Disclosure Document issued by Wild Bill's Soda Franchising, LLC ("Franchisor") on April 6, 2026, as it may be amended, of our report dated April 6, 2026, relating to the financial statements of Franchisor for the period ending December 31, 2023, December 31, 2024, and December 31, 2025.



WithumSmith+Brown, PC
Red Bank, New Jersey
April 6, 2026

**Wild Bill's Soda Franchising, LLC
Financial Statements
December 31, 2025, 2024 and 2023
With Independent Auditor's Report**

Wild Bill's Soda Franchising, LLC
Table of Contents
December 31, 2025, 2024 and 2023

Independent Auditor's Report 1

Balance Sheets 3

Statements of Income 4

Statements of Changes in Member's Equity 5

Statements of Cash Flows 6

Notes to Financial Statements 7

Independent Auditor's Report

To the Member of
Wild Bill's Soda Franchising, LLC:

Opinion

We have audited the financial statements of Wild Bill's Soda Franchising, LLC (the "Company"), which comprise the balance sheets as of December 31, 2025, 2024 and 2023, and the related statements of income, changes in member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Company's financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.



In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Withum Smith & Brown, PC

April 6, 2026

Wild Bill's Soda Franchising, LLC
Balance Sheets
December 31, 2025, 2024 and 2023

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Assets			
Current assets			
Cash	\$ 81,793	\$ 40,000	\$ 82,010
Accounts receivable (net of allowance for credit losses of \$75,000, \$0 and \$0) as of December 31, 2025, 2024 and 2023, respectively	892,087	66,544	266,224
Due from related party	-	137,564	18,381
Franchise fee receivables	49,500	38,000	15,000
Prepaid expenses	4,000	-	-
Total current assets	<u>1,027,380</u>	<u>282,108</u>	<u>381,615</u>
 Franchise fee receivables, net of current portion	 112,000	 62,000	 25,000
	<u><u>\$ 1,139,380</u></u>	<u><u>\$ 344,108</u></u>	<u><u>\$ 406,615</u></u>
 Liabilities and Member's Equity			
Current liabilities			
Accounts payable and sales tax payable	\$ 4,650	\$ 43,130	\$ -
Accrued expenses	-	10,211	-
Customer deposits	48,124	43,004	6,718
Contract liabilities	55,300	30,633	18,633
Due to related party	579,756	-	-
Total current liabilities	<u>687,830</u>	<u>126,978</u>	<u>25,351</u>
 Contract liabilities, net of current portion	 194,461	 106,652	 72,285
 Total liabilities	 882,291	 233,630	 97,636
 Member's equity	 257,089	 110,478	 308,979
	<u><u>\$ 1,139,380</u></u>	<u><u>\$ 344,108</u></u>	<u><u>\$ 406,615</u></u>

The Notes to Financial Statements are an integral part of these statements.

Wild Bill's Soda Franchising, LLC
Statements of Income
Years Ended December 31, 2025, 2024 and 2023

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Revenue			
Franchise and brand fund fees	\$ 88,501	\$ 58,145	\$ 48,716
Product sales	2,498,862	1,005,475	1,220,415
Total revenue	<u>2,587,363</u>	<u>1,063,620</u>	<u>1,269,131</u>
 Total cost of revenues	 <u>1,569,371</u>	 <u>566,805</u>	 <u>802,350</u>
 Gross profit	 <u>1,017,992</u>	 <u>496,815</u>	 <u>466,781</u>
 Operating expenses			
Professional fees	146,357	89,444	61,960
General and administrative	609,177	133,394	107,039
Bad debt expense	75,000	34,874	-
Total operating expenses	<u>830,534</u>	<u>257,712</u>	<u>168,999</u>
 Other income	 <u>44,517</u>	 <u>7,811</u>	 <u>-</u>
Net income	<u><u>\$ 231,975</u></u>	<u><u>\$ 246,914</u></u>	<u><u>\$ 297,782</u></u>

The Notes to Financial Statements are an integral part of these statements.

Wild Bill's Soda Franchising, LLC
Statements of Changes in Member's Equity
Years Ended December 31, 2025, 2024 and 2023

January 1, 2023	\$ 11,197
Net income	297,782
Balance at December 31, 2023	<u>308,979</u>
Net income	246,914
Distributions	(445,415)
Balance at December 31, 2024	<u>110,478</u>
Net income	231,975
Distributions	(85,364)
Balance at December 31, 2025	<u><u>\$ 257,089</u></u>

The Notes to Financial Statements are an integral part of these statements.

Wild Bill's Soda Franchising, LLC
Statements of Cash Flows
Years Ended December 31, 2025, 2024 and 2023

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Operating activities			
Net income	\$ 231,975	\$ 246,914	\$ 297,782
Adjustments to reconcile net income to net cash provided by (used in) operating activities			
Provision for credit losses	75,000	34,874	-
Changes in assets and liabilities			
Accounts receivable	(900,543)	164,806	(205,312)
Franchise fee receivables	(61,500)	(60,000)	(25,000)
Prepaid expenses	(4,000)	-	-
Accounts payable and sales tax payable	(38,480)	43,130	-
Accrued expenses	(10,211)	10,211	-
Customer deposits	5,120	36,286	(31,904)
Due to / from related party	717,320	(119,183)	(149,479)
Contract liabilities	112,476	46,367	53,784
Net cash provided by (used in) operating activities	<u>127,157</u>	<u>403,405</u>	<u>(60,129)</u>
Financing activities			
Distributions	<u>(85,364)</u>	<u>(445,415)</u>	<u>-</u>
Net change in cash	41,793	(42,010)	(60,129)
Cash			
Beginning of year	40,000	82,010	142,139
End of year	<u>\$ 81,793</u>	<u>\$ 40,000</u>	<u>\$ 82,010</u>

The Notes to Financial Statements are an integral part of these statements.

Wild Bill's Soda Franchising, LLC
Notes to Financial Statements
December 31, 2025, 2024 and 2023

1. Business Operations

Wild Bill's Soda Franchising, LLC (the "Company") is a New Jersey Limited Liability Corporation that was formed on March 24, 2014, whose planned principal business is to offer franchises nationally, for the operation of an old-west themed mobile stand selling high grade stainless steel mugs along with unlimited refills of handcrafted, premium soda at fairs, festivals and music events. The Company's activities are subject to significant risks and uncertainties, including failing to sell additional franchises to fully operationalize the Company.

On August 8, 2018, Bluewater, LLC ("Bluewater"), a New Jersey LLC, acquired 100% of the member's equity of the Company in consideration for ownership in Bluewater. This transaction had no effect on the accompanying financial statements as it has not been pushed down into these financial statements.

2. Summary of Significant Accounting Policies

a. Cash and Cash Equivalents

The Company considers all short-term investments with an original maturity at date of purchase of three months or less to be cash equivalents. There were no cash equivalents at December 31, 2025, 2024 and 2023.

b. Concentration of Credit Risk

Financial instruments that potentially subject the Company to credit risk include cash and accounts receivable. The Company has significant cash balances at financial institutions which throughout the year may exceed the federal insured limit of \$250,000. Any loss incurred or lack of access to such funds could have a significant adverse impact on the Company's financial condition, results of operations and cash flows.

c. Revenue Recognition

The Company generates franchise fees and brand fund fee income from its franchise business. Generally, initial franchise and application fees are recognized as revenue ratably over the franchise contractual term, generally three to ten years, resulting in the Company recognizing contract liabilities. Amounts that are expected to be recognized as revenue within one year are classified as a current portion of contract liabilities in the accompanying balance sheets. Total contract liabilities at January 1, 2023, was \$37,134.

Royalty fee income is recognized at a point in time as revenue as franchisees generate revenues. Revenue from product sales to franchisees are recognized at a point in time and classified as product sales in the accompanying statements of income.

Product sales are generated through the sale of product to the franchisees. Inventory products are purchased from Bluewater based on orders received from the franchisee. All inventory is held by Bluewater. Revenue is recognized at a point in time when control of these products is transferred to the franchisees in the amount that reflects consideration the Company expects to be entitled to in exchange for these products. Sales and other taxes the Company collects concurrent with revenue-producing activities are excluded from revenue. The Company does not have significant financing components, as payment is received at or shortly after the sale. There are no arrangements with franchisees that include extending payment terms beyond one year. Amounts billed related to shipping and handling are included in revenue. The Company's obligations for returns and refunds are not material, and accordingly, related disclosures are not provided.

As of December 31, 2025, there were sixteen franchisees with twenty territories in operation. As of December 31, 2024, there were ten franchisees with fourteen territories in operation. As of December 31, 2023, there were nine franchisees with thirteen territories in operation.

Wild Bill's Soda Franchising, LLC
Notes to Financial Statements
December 31, 2025, 2024 and 2023

d. Accounts Receivable

Accounts receivable are uncollateralized franchisee obligations due under normal trade terms. Payments of accounts receivable are allocated to specific invoices identified or, if not specified, are applied to the oldest unpaid invoices. As of January 1, 2023, the accounts receivable balance was \$60,912.

Management reviews individual franchisee account balances and determines delinquency based on specific franchisee terms. Management believes that the historical loss information it has compiled is a reasonable base on which to determine expected credit losses for trade receivables held at December 31, 2025, because the composition of the trade receivables at that date is consistent with that used in developing the historical credit-loss percentages. Management developed this estimate based on its knowledge of past experience. As a result, management applied the applicable updated credit loss rates to determine the expected credit loss estimate for each aging category.

The following table represents a roll forward of the allowance for current expected credit losses for the year ended December 31, 2025:

Balance, beginning of year	\$ -
Provision for credit losses	75,000
Balance, end of year	<u><u>\$ 75,000</u></u>

As of December 31, 2024 and 2023, there was no allowance for credit losses.

e. Franchise Fee Receivables

Franchise fee receivables are stated at the amount the Company expects to collect based on the agreement entered into with the franchisee and repayment terms vary according to the terms of the specific agreement. As of January 1, 2023, the franchise fee receivable was \$15,000.

An allowance for losses from franchise fee receivables is determined based on specific assessment. Franchise fee receivables are considered delinquent if the repayment terms are not met. As of December 31, 2025, 2024 and 2023, there was no allowance for credit losses from franchise fee receivables.

f. Income Taxes

The Company is a single-member LLC and will be treated as a disregarded entity for both federal and state income tax purposes. Accordingly, federal and state income taxes are the responsibility of the individual member and are not recorded in these financial statements.

The Company follows the accounting pronouncement dealing with uncertain tax positions. The Company had no unrecognized tax benefits at December 31, 2025, 2024 and 2023. There were no income tax related penalties or interest included in these financial statements. Should any such penalties or interest be incurred the Company's policy would be to recognize them as operating expenses.

g. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates include the allowance for credit losses. Actual results could differ from those estimates.

h. Customer Deposits

Customer deposits include refundable amounts received in advance from customers towards the purchase of products.

Wild Bill's Soda Franchising, LLC
Notes to Financial Statements
December 31, 2025, 2024 and 2023

i. Due from/to Related Party

Due from related party is composed of receivable balances with Bluewater arising from franchise fees.

Due to related party is composed of payable balances arising from transactions between Bluewater and the Company. These transactions consist primarily of Bluewater funding the Company's operations. The amount is due on demand and is non-interest bearing.

j. Advertising Expense

Advertising expense is expensed as incurred. Advertising expense amounted to approximately \$26,700 and \$5,100 for the years ended December 31, 2025 and 2024, respectively. There was no advertising expense during the year ended December 31, 2023.

k. Reclassifications

Certain prior year amounts have been reclassified to conform to the current period presentation. These reclassifications had no significant effect on the reported balance sheets, statements of income or cash flows.

3. Franchise Fee Receivables

Franchise fee receivables consist of the following as of December 31, 2025, 2024 and 2023:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Franchise fee receivable - requiring an annual receipt of payment from franchisee of \$5,000 on December 1, which was set to mature on December 1, 2025. This franchise agreement was terminated during the year ended December 31, 2024, and the remaining balance was written off as bad debt in that year.	\$ -	\$ -	\$ 10,000
Franchise fee receivable - requiring an annual receipt of payment from franchisee of \$10,000 on July 1, maturing December 1, 2026. This territory was terminated during the year ended December 31, 2025.	-	30,000	30,000
Franchise fee receivable - requiring an annual receipt of payment from franchisee of \$8,000 on January 1, maturing on January 1, 2029.	32,000	40,000	-
Franchise fee receivable - requiring an annual receipt of payment from franchisee of \$10,000 on August 1, maturing on August 1, 2027.	23,500	30,000	-
Franchise fee receivable - requiring an annual receipt of payment from franchisee of \$8,000 on October 1, maturing on October 1, 2029.	32,000	-	-

Wild Bill's Soda Franchising, LLC
Notes to Financial Statements
December 31, 2025, 2024 and 2023

	2025	2024	2023
Franchise fee receivable - requiring an annual receipt of payment from franchisee of \$4,000 on January 1, maturing on January 1, 2029.	19,000	-	-
Franchise fee receivable - requiring an annual receipt of payment from franchisee of \$5,000 on August 1, maturing on August 1, 2029.	15,000	-	-
Franchise fee receivable - requiring an annual receipt of payment from franchisee of \$4,000 on January 1, maturing on January 1, 2034.	40,000	-	-
Total franchise fee receivable	161,500	100,000	40,000
Less: Current portion	49,500	38,000	15,000
Franchise fee receivables - net of current portion	<u>\$ 112,000</u>	<u>\$ 62,000</u>	<u>\$ 25,000</u>

4. Concentrations

The Company generated 55% of product sales from four franchisees (14%, 13%, 17% and 12%) for the year ended December 31, 2025. The Company generated 59% of product sales from two franchisees (30% and 29%) for the year ended December 31, 2024. The Company generated 81% of product sales from four franchisees (30%, 18%, 17% and 16%) for the year ended December 31, 2023.

Approximately 81% of the Company's accounts receivable was made up of five customers (30%, 11%, 12%, 17% and 10%) as of December 31, 2025. Approximately 96% of the Company's accounts receivable was made up of four customers (58%, 16%, 12% and 10%) as of December 31, 2024. Approximately 94% of the Company's accounts receivable was made up of four customers (30%, 29%, 23% and 12%) as of December 31, 2023.

5. Related Party Transactions

The Company conducts its operations from the office of Bluewater. Bluewater has agreed under an informal arrangement not to charge the Company for the costs of operating out of its physical space, in addition to any administrative staff assistance it provides. During 2022, an agreement was entered into by the Company and Bluewater. Under the agreement, the cost of goods for design, intellectual property of mugs, purchasing and warehousing would be increased at a rate of 45%. In addition, a cost allocation for selling, general and administrative payroll costs will be allocated based on franchise revenue to overall revenue on Bluewater. A new agreement was signed into during 2025 in which indicates that direct expenses related to the franchise company will be charged to the franchise company at year-end including all personnel expenses that directly support the Company. The cost of goods sold and selling, general and administrative fee charged to the Company from Bluewater amounted to approximately \$486,000 and \$441,000, respectively, for the year ended December 31, 2025. The cost of goods sold and selling, general and administrative fee charged to the Company from Bluewater amounted to approximately \$176,000 and \$89,000, respectively for the year ended December 31, 2024. The cost of goods sold and selling, general and administrative fee charged to the Company from Bluewater amounted to approximately \$260,000 and \$102,000, respectively, for the year ended December 31, 2023.

Wild Bill's Soda Franchising, LLC
Notes to Financial Statements
December 31, 2025, 2024 and 2023

6. Subsequent Event

The Company has evaluated subsequent events occurring after the balance sheet date through the date of April 6, 2026 which is the date the financial statements were available to be issued. Based on this evaluation, the Company has determined that the following subsequent events have occurred that require disclosure within the financial statements.

The Company entered into a new franchise agreement with an effective date of January 14, 2026.

The Company entered into a new franchise agreement with an effective date of February 2, 2026.

The Company entered into a new franchise agreement with an effective date of March 11, 2026.

The Company entered into a new franchise agreement with an effective date of March 19, 2026.



Franchise Disclosure Document
Exhibit E – Franchise Agreement



Wild Bill's Soda Franchising, LLC
FRANCHISE AGREEMENT

~~Wild Bill's Soda
Franchising, LLC~~

~~WILD BILLS SODA FRANCHISING, LLC~~
~~FRANCHISE AGREEMENT~~

WILD BILL'S SODA FRANCHISING, LLC FRANCHISE AGREEMENT

TABLE OF CONTENTS

Section	Page
BACKGROUND	1
1. GRANT OF FRANCHISE	2
2. TERM AND RENEWAL	3
3. LOCATION	4
4. FEES AND COSTS	5
5. FRANCHISOR SERVICES	10
6. FRANCHISE SYSTEM STANDARDS	12
7. ACKNOWLEDGMENTS OF FRANCHISEE	21
8. SALE OR TRANSFER	24
9. BREACH AND TERMINATION	29
10. RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION	32
11. NOTICES	33
12. INTERPRETATION	34
13. REPRESENTATIONS	37
14. PERSONAL GUARANTEES	37
15. OWNERSHIP OF FRANCHISEE	38
Exhibit 1	Territory
Exhibit 2	Statement of Ownership
Interest Exhibit 3	Personal Guarantee
Exhibit 4	Form of Confidentiality Agreement
Exhibit 5	Form of General Release
Exhibit 6	Franchisee Disclosure
Questionnaire Exhibit 7	Consent to Transfer
Exhibit 8	Assignment and Assumption Agreement
Exhibit 9	Telephone, Internet Websites and Listings Agreement
Exhibit 10	Electronic Funds Transfer Authorization

~~WILD BILL'S SODA FRANCHISING, LLC FRANCHISE AGREEMENT~~

~~THIS AGREEMENT is entered into and made by and between WILD BILL'S SODA FRANCHISING, LLC, a New Jersey limited liability company ("Franchisor"), with its principal business address at 50 Division Avenue, Building 1, Suite 42, Millington, New Jersey 07946 and _____ with a principal address at _____ ("Franchisee") on the date this Agreement is executed by Franchisor below (the "Effective Date").~~

BACKGROUND

A. ~~Franchisor and/or its equity owner, parent or affiliate, through the expenditure of considerable money, time and effort, has developed a business system (the "System") for the establishment, development and operation of Wild Bill's businesses which offers high quality soda beverages made using only the finest ingredients with pure cane sugar and less carbonation than other sodas and other related products. The System includes proprietary marks, recognized designs, decor and color schemes, distinctive specifications for mobile stands, equipment, and display designs; know-how, recipes, menus and trade secrets; uniform specifications of products and services; sales techniques, and merchandising, marketing, advertising, and inventory management systems; quality control procedures; and procedures for operation and management of Wild Bill's businesses pursuant to the Confidential Operations Manual (as defined in Section 5.4) provided by Franchisor and modified from time to time and other standards and specifications Franchisor otherwise provides.~~

B. ~~The System is identified by various trade names, trademarks and service marks used by Franchisor and its franchisees including, without limitation, the trade mark "Wild Bill's®" and other identifying marks and symbols that Franchisor uses now or may later use as part of the System (the "Proprietary Marks"). The rights to all the Proprietary Marks shall be owned exclusively by Franchisor or its parent or affiliates. Franchisor intends to further develop and use the Proprietary Marks to identify to the public the source of the products and services marketed under the Proprietary Marks and Franchisor's standards of quality and service.~~

C. ~~Franchisor is engaged in the business of granting franchises to qualified individuals and business entities to use the System and Proprietary Marks to operate a Wild Bill's business.~~

D. ~~Franchisee has applied to Franchisor for a franchise to operate a Wild Bill's business using the System and Proprietary Marks and to receive the training, confidential information and other assistance Franchisor provides. Franchisor has approved Franchisee's application in reliance upon all of the representations made in the application.~~

~~In consideration of the mutual promises and commitments contained in this Agreement, together with other valuable consideration, the receipt and sufficiency of which is acknowledged, Franchisor and Franchisee agree as follows:~~

1. GRANT OF FRANCHISE

1.1. Grant and Acceptance. Franchisor grants to Franchisee, and Franchisee accepts, all subject to the terms of this Agreement, a franchise to establish and operate one Wild Bill's business, using the System and the Proprietary Marks pursuant to this Agreement (the "Franchised Business"). Franchisee recognizes that variations, modifications, additions and changes to the System and Proprietary Marks, may be required from time to time, in order to preserve or enhance the System. Franchisee agrees to promptly accept and comply with any such variation, modification, addition or change(s) to the System and/or Proprietary Marks, at Franchisee's sole expense.

1.2. Territory. Franchisee shall establish and operate the Franchised Business within the Territory identified in Exhibit 1 to this Agreement (the "Territory"). Franchisee recognizes that the rights that are granted to Franchisee are for the operation of a Franchised Business within a specific Territory and cannot be transferred to an alternative territory without Franchisor's prior written consent. Franchisee shall not be permitted to offer or sell any products or services outside the Territory, without prior written consent of Franchisor. Provided Franchisee complies with the terms of this Agreement, Franchisor shall not own, operate, franchise or license any other Wild Bill's business within the Territory, except Franchisor reserves the right to do so in other channels of distribution as described in Section 1.3 as well as in Reserved Venues. Franchisor and/or Franchisor's parent and affiliates, however, retain all other rights, including without limitation, the unrestricted rights (i) to own, operate, franchise or license, both within and outside the Territory, mobile stand and/or restaurant concepts and food distributors or retailers or other businesses operating under names other than the Proprietary Marks, regardless of whether or not these other concepts offer products and services which are similar to or compete with those offered by the Franchised Business, (ii) to distribute products and services as described in Section 1.3, both within and outside the Territory, (iii) to use and to license others to use, the System for the operation and licensing of other Wild Bill's businesses outside of the Territory; (iv) in connection with a merger or acquisition, to own, operate, franchise or license, both within and outside the Territory, businesses operating under names other than the Proprietary Marks regardless of whether or not these other concepts offer products and services which are similar to or compete with those offered by the Franchised Business and regardless of location, and the right to convert those locations; (v) the right to be acquired by (or merge or become affiliated with) any other business operating under names other than the Proprietary Marks, including a competing business with locations anywhere which may result in the required conversion of franchised businesses; and (vi) the right to exclusively operate in Reserved Venues.

"Reserved Venues" shall include any venues or events in the Territory that Franchisor determines, in its sole discretion, shall be exclusively serviced by Franchisor or its affiliate. Reserved Venues will typically include (i) convention centers located in the Territory, (ii) venues or events that Franchisor determines Franchisee does not have sufficient number of mobile stands to properly service, (iii) events that Franchisee is not able to service because the mobile stands are being used for another event at a different venue on the same date, and (iv) venues that Franchisor currently has the ability to enter into, via direct contracts with the promoter (e.g., theme parks, stadiums, Nascar events, PGA tour events, etc.). Franchisor may permit Franchisee to service or assist with servicing a Reserved Venue. In such event, Franchisee will be required to accept the terms and conditions that Franchisor designates with respect to servicing such Reserved Venue, which may include that Franchisee remit a certain percentage of revenue generated to Franchisor in exchange for the right to service the Reserved Venue. If Franchisee elects not to accept such terms and conditions, then Franchisor has the right to offer the Reserved Venue on the same terms and conditions to another franchisee or other third party.

Wild Bill's
Franchise Agreement 2025

~~1.3. **Other Channels of Distribution.** Franchisor, its parent and affiliates, reserve the unrestricted right to distribute products, whether now existing or developed in the future, identified by the Proprietary Marks or other marks Franchisor, its parent and/or affiliates own or license, through any distribution method Franchisor, its parent or its affiliates may establish, and may franchise or license others to do so, both within and outside the Territory, regardless of whether the sale of products in the other channels of distribution compete with the Franchised Business. These other channels of distribution include sales of products at or through restaurants, specialty stores, grocery stores, supermarkets; the operation of carts, kiosks or other fixed locations at stadiums, arenas, museums, art centers, military bases, airports, other public transportation facilities, government offices or institutions, malls, health care facilities and other institutional food service facilities, hotels and motels, toll road or highway rest stops, food concession stands, food service facilities, theaters, warehouse clubs, theme parks, amusement centers, truck stops, beaches, boardwalks and casinos; sales of products through brick and mortar retail locations; by mail order, catalog, or via the internet, and any similar outlets or distribution methods). This Agreement authorizes Franchisee to engage only in the sale of authorized products and services in the Territory, subject to the requirements of this Agreement and the Confidential Operations Manual. Franchisor and its parent and affiliates are under no obligation to pay Franchisee any compensation for selling similar products or services through other channels of distribution under the same and/or different proprietary marks within the Territory.~~

~~1.4. **Minimum Performance Requirements.** Franchisee shall be required to operate one Wild Bill's Mobile Stand for every 2,000,000 population in the Territory. Each of Franchisee's Wild Bill's mobile stands must participate in a minimum of seven (7) events per year (such as fairs, festivals, carnivals and other gatherings where mobile food vending is featured) during the 2025 calendar year. Beginning in the 2026 calendar year, each of Franchisee's Wild Bill's mobile stands must participate in a minimum of fifteen (15) events per year (such as fairs, festivals, carnivals and other gatherings where mobile food vending is featured). In the event Franchisee fails to operate the required number of Wild Bill's mobile stands, or fails to meet the minimum event requirement for any of its mobile stands, Franchisor may, in its sole discretion, reduce the scope and boundaries of the Territory, eliminate any exclusivity or terminate this Agreement.~~

~~2. **TERM AND RENEWAL**~~

~~2.1. **Term.** This Agreement grants rights to Franchisee for a period of 5 years (The "Term") and is effective when signed by Franchisor.~~

~~2.2. **Renewal.** Franchisee shall have the right to renew this Agreement for 1 additional period of 5 years if the following conditions have been met:~~

~~2.2.1. Franchisee has given Franchisor written notice of its election to renew the franchise not less than 6 months or more than 12 months prior to the expiration of the current term;~~

~~2.2.2. Franchisee has completed, no later than 30 days prior to the expiration of the then current term and to Franchisor's satisfaction, all maintenance, refurbishing, renovating and remodeling of the Wild Bill's mobile stand(s) and all of the equipment, fixtures, furnishings, interior and exterior signs as Franchisor shall reasonably require so that the Wild Bill's mobile stand(s) reflect the then current image of a System Wild Bill's business;~~

~~Wild Bill's —
Franchise Agreement 2025 —~~

~~2.2.3. Franchisee is not in default of any provision of this Agreement or any other related agreement between Franchisee and Franchisor, its parent or its affiliates, either at the time Franchisee gives notice of its intent to renew or at any time after through the last day of the then current term, and Franchisee has substantially complied with all these agreements during their respective terms;—~~

~~2.2.4. Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor, its parent and/or its affiliates or otherwise pursuant to the Franchise Agreement;—~~

~~2.2.5. Franchisee has executed, at the time of such renewal, Franchisor's then-current form of franchise agreement, the terms of which may vary materially from the terms of this Agreement and may include, without limitation, higher royalty and advertising fees. The renewal franchise agreement, when executed, shall supersede this Agreement in all respects;—~~

~~2.2.6. Franchisee at its expense has satisfied Franchisor's then-current training requirements for new franchisees as of the date of the renewal;—~~

~~2.2.7. Franchisee has executed a release of any and all claims against Franchisor, its parent and its affiliates, and their shareholders, members, officers, directors, agents, employees, attorneys and accountants arising out of or related to this Agreement or any related agreement. The release shall contain language and be of the form chosen by Franchisor, except the release shall not release any liability specifically provided for by any applicable state statute regulating franchising; and—~~

~~2.2.8. Franchisee has paid Franchisor a renewal fee equal to the greater of (i) 15% of the then-current initial franchise fee or (ii) \$6,000.—~~

~~2.2.9. As part of the process of renewing this Agreement, Franchisor reserves the right to re-evaluate the then-existing Territory according to certain demographics and Franchisor's then-current standards. A re-evaluation of the Territory may result in the renewal Territory being smaller or larger than the original Territory.—~~

~~2.3. **Failure to Renew.** Franchisee's failure to deliver the executed renewal franchise agreement (including the personal guarantee) and release required by Section 2.2.7 above, within 30 days after Franchisor delivers them to Franchisee for execution may be deemed, in the sole discretion of Franchisor, an election by Franchisee not to renew.—~~

~~2.4. **Extension of Initial Term.** If Franchisor is in the process of revising, amending or renewing its Franchise Disclosure Document or registration to sell franchises in the state where the Franchised Business is located, Franchisor may, in its sole discretion, offer to extend the terms and conditions of this Agreement on a calendar-month-to-calendar-month basis, following the expiration of the Term.—~~

~~3. **LOCATION**—~~

~~3.1. Franchisee is required to secure a basic warehouse space of approximately 500 square feet. It will be used for storage of inventory and, at Franchisee's option, for furniture and fixtures for a small office (which can be located either at the warehouse or in a home office). Franchisee is not required to lease or—~~

~~Wild Bill's —
Franchise Agreement 2025—~~

~~purchase a physical space to operate the Wild Bill's Franchised Business.—~~

~~3.2 — **Approved Area.** Franchisee is granted a non-exclusive franchise, which permits the operation of a single Franchised Business within the Territory identified in Exhibit 1 to this Agreement. Franchisee is restricted to the geographic area of its Territory from which it may obtain business as a System franchisee. All sales must be conducted from the Wild Bill's mobile stand (pursuant to the Operations Manual) at events (such as fairs, festivals, carnivals and other gatherings where mobile food vending is featured) in the Territory, unless otherwise expressly provided by Franchisor in writing. Franchisee shall not conduct any mail order, catalog or Internet business. Franchisee shall solicit sales of products or services offered by the Franchised Business via the Internet only in connection with advertising for products and services to be delivered at or from the Wild Bill's mobile stand in the manner Franchisor permits.—~~

~~4. **FEES AND COSTS**—~~

~~4.1. **Initial Franchise Fee.** Franchisee shall pay Franchisor in cash or by certified check or electronic funds transfer, at the time of execution of this Agreement, an initial franchise fee of \$40,000. If Franchisor permits a larger Territory, the initial franchise fee shall be increased by an additional \$15,000 per 1,000,000 people (above the \$40,000 initial fee for the first 2,000,000 people). The initial franchise fee is deemed fully earned by Franchisor upon execution of this Agreement and is nonrefundable.—~~

~~4.2. **Royalty Fee.**—~~

~~4.2.1. **Royalty; Gross Revenues.** At Franchisor's option, Franchisee shall pay to Franchisor a weekly royalty fee equal to 5% of the Gross Revenues of Third Party Products. "Gross Revenues" shall include all income of any type or nature and from any source that Franchisee derives or receives directly or indirectly from, through, by or on account of the operation of the Franchised Business at any time after the signing of the Franchise Agreement, in whatever form and from whatever source, including but not limited to cash, services, in kind from barter and/or exchange, on credit or otherwise as well as business interruption insurance proceeds, all without deduction for expenses including marketing expenses and taxes. For purposes of the Royalty only, Gross Revenues does not include (i) sales tax that is collected from customers and actually transmitted to the appropriate taxing authorities or (ii) any revenue Franchisee receives from the sale of products or items that Franchisee is required to purchase directly from Franchisor or its parent or affiliate. "Third Party Products" includes any products which are purchased from a third party vendor and not directly from Franchisor, its parent or its affiliate. All Third Party Products must be approved, in writing, by Franchisor.—~~

~~4.2.2. **Payment; Reporting.** The weekly royalty fee shall be paid by Franchisee and received by Franchisor no later than the Wednesday (or another day Franchisor specifies) following the close of the week (ending on the preceding Sunday) for which the fee is calculated. Franchisee must provide weekly summaries showing results of the Franchised Business's operations no later than the day following the close of the reporting week, or other day Franchisor specifies, in the manner Franchisor specifies. If Franchisee fails to report Gross Revenues on a timely basis, Franchisor may estimate Gross Revenues and withdraw from Franchisee's operating account the amounts estimated to be due. Any overpayments from the estimated amount shall be forwarded to Franchisee or credited to Franchisee's account; Franchisee shall pay any underpayments, with interest. Franchisor may charge Franchisee a late fee for each week a weekly summary is delayed.—~~

~~Wild Bill's—
Franchise Agreement 2025—~~

~~4.2.3. **Single Operating Account; Electronic Funds Transfer.** Franchisee shall make suitable arrangements for on-time delivery of payments due to or collected by Franchisor under this Agreement. If Franchisor directs, Franchisee shall designate an account at a commercial bank of its choice (the "Account") for the payment of continuing periodic royalty, advertising contributions to the Fund (defined in Section 4.3.4) and any other amounts due Franchisor in connection with this Agreement and the Franchised Business. Franchisee shall furnish the bank with authorizations necessary to permit Franchisor to make withdrawals from the Account by electronic funds transfer (a copy of Franchisor's current form is attached hereto as Exhibit 10). Franchisee shall bear any expense associated with these authorizations and electronic funds transfers. Franchisor may institute fees in Franchisor's discretion to cover bank charges and administration costs if the electronic funds transfer attempt is unsuccessful in whole or in part, or rejected, or if Franchisee closes the operating account, or any check or other means of payment used is returned not paid. Franchisor shall provide Franchisee with a written confirmation of electronic funds transfers, which may be made monthly and which Franchisor may send by facsimile, email, or other electronic means.~~

~~4.3. **Advertising.** Franchisee agrees to actively promote the Franchised Business and to abide by all of Franchisor's advertising requirements. Franchisee shall comply with each of its advertising and marketing obligations provided in this Agreement notwithstanding the payment by any other System franchisee(s) of greater or lesser advertising obligations or default of these obligations by any other franchisee(s).~~

~~4.3.1. **Generally.** With regard to advertising and marketing generally for the Franchised Business, Franchisee shall place or display on the Wild Bill's mobile stand (interior and exterior) only such signs, emblems, lettering, logos and display and materials as Franchisor approves in writing from time to time. All advertising, marketing and promotion by Franchisee of any type shall be conducted in a dignified manner, shall coordinate and be consistent with Franchisor's marketing plans and strategies and shall conform to the standards and requirements Franchisor prescribes. Franchisee shall submit to Franchisor or its designee, at least 30 days prior to their use, samples of all sales promotional materials and advertising desired to be used by Franchisee including, without limitation, newspaper, radio and television advertising, specialty and novelty items, signs, boxes, bags and other packaging which have not been previously approved by Franchisor or which were approved by Franchisor more than 12 months before the proposed use. Franchisor has the right to condition its approval of any proposed promotional materials upon Franchisee's agreement to provide other System franchisees, whose franchised businesses are located within the circulation area of the proposed advertising or marketing, the opportunity to contribute to and to participate in such advertising or marketing. Franchisee shall not use any advertising or promotional materials which Franchisor has not approved in writing and Franchisee shall promptly discontinue use of any advertising or promotional materials previously approved, upon notice from Franchisor.~~

~~4.3.2. **Brand Development Fund.**~~

~~4.3.2.1. Franchisor shall have the right to establish, administer and control the System's brand development fund (the "Fund"). Franchisee agrees to contribute, on an annual basis, \$2,000 per Wild Bill's mobile stand it operates to the Fund. Franchisor reserves the right to increase the Fund Contribution by an amount not to exceed any annual increase in the Consumer Price Index ("CPI") selected by Franchisor. Fund contributions shall be payable on July 1st of each year or such other day as Franchisor shall determine. Franchisor may maintain contributions to the Fund in a separate bank~~

~~Wild Bill's—
Franchise Agreement 2025—~~

~~account or hold them in Franchisor's general account and account for them separately, or Franchisor may establish separate entities to administer the Fund and the Fund contributions. Although once established, Franchisor intends for the Fund to be of perpetual duration, Franchisor maintains the right to terminate the Fund or to create new Fund accounts or merge accounts. Franchisor shall not terminate the Fund until all money in the Fund has been expended for advertising and/or marketing purposes or returned to contributors on the basis of their respective contributions. The money contributed to the Fund shall not be considered to be trust funds. Franchisor and any designee shall not have to maintain the money in the Fund in interest-bearing accounts or obtain any level of interest on the money.~~

~~4.3.2.2. Fund contributions may be used at Franchisor's discretion in the development, production and distribution of national, regional and/or local advertising, and in the creation of advertising materials and public relations which, in Franchisor's sole judgment, promote the products and services offered by System franchisees, including: (i) the development, production and distribution of national, regional and/or local advertising; (ii) the creation of advertising materials and public relations which, in Franchisor's sole judgment, promote the products and services offered by System restaurants including development and production of advertising and marketing programs and materials; (iii) purchase of media, field marketing programs and activities, promotion; (iv) promotions, market research, new product research and development; (v) quality control, market research, (including mystery shopper programs that may include call recording); (vi) talent fees; (vii) working with public relations firms; (viii) technology, website and social media development and maintenance and a presence in virtual worlds; and (ix) for administrative, travel, debt service and operating costs and overhead. Franchisor's decisions in all aspects related to the Fund will be final and binding.~~

~~Franchisor may charge the Fund for the costs and overhead, if any, it incurs in activities reasonably related to the creation and implementation of the Fund and the advertising and marketing programs for franchisees. These costs and overhead include: (i) the cost of preparing advertising and marketing campaigns and other public relations activities, (ii) the cost of employing advertising agencies, including fees to have print or broadcast advertising placed by an agency and all other advertising agency fees, and (iii) the proportionate compensation of Franchisor's employees who devote time and render services in the conduct, formulation, development and production of advertising, marketing and promotion programs or who administer the Fund.~~

~~Franchisor does not anticipate that any part of the contributions to the Fund will be used for advertising that is principally a solicitation for the sale of additional franchises, but Franchisor reserves the right to include a message or statement in any advertisement indicating that franchises are available for purchase and related information.~~

~~At Franchisee's request, Franchisor shall provide fiscal year end unaudited financial statements accounting for the applicable Fund expenditures when available. Franchisee may have to purchase advertising materials produced by the Fund or by Franchisor, and Franchisor may make a profit on the sale.~~

~~4.3.2.3. The advertising and promotion Franchisor conducts is intended to maximize general public recognition and patronage of the System and its Wild Bill's businesses generally in the manner that Franchisor determines to be most effective. Franchisor is not obligated to ensure that the expenditures from the Fund are proportionate or equivalent to Franchisee's contributions or that the Franchised Business or any Wild Bill's business shall benefit directly or pro rata or in any amount from the placement of advertising or other use of Fund contributions.~~

~~Wild Bill's—
Franchise Agreement 2025—~~

~~4.3.3. **Special Promotional Programs.** From time to time, Franchisor may, in its sole discretion, establish special promotional campaigns applicable to the System as a whole or to specific advertising market areas. If Franchisee is required to participate in any special promotional programs, Franchisee shall be required to pay for the development, purchase, lease, installation and/or erection of all materials necessary to such promotional campaigns, including but not limited to counter cards, posters, banners, signs, photography or give-away items.—~~

~~4.3.4. **Gift Card and Customer Loyalty Programs.** Franchisee shall participate in all gift card, discount card, loyalty card and other similar programs required by Franchisor. Franchisee shall not create or participate in any gift card, discount, loyalty card or other similar programs without the prior written consent of Franchisor.—~~

~~4.3.5. **Advertising Cooperatives.** Franchisor reserves the right to create a regional advertising cooperative and require Franchisee to contribute to the advertising cooperative in Franchisor's sole discretion.—~~

~~4.3.6. **Website Requirements.** Franchisee shall not develop, own or operate any website (including social media pages and a presence in virtual worlds) using the Proprietary Marks or otherwise referring to the Franchised Business or the products or services sold under the System (the "Website") without Franchisor's prior written approval. All content of the Website is deemed to be advertising and must comply with the requirements Franchisor establishes for websites in the Confidential Operations Manual or otherwise. If Franchisor requires, Franchisee shall establish the Website as part of the website(s) established by Franchisor or the Fund or Franchisor's designee establishes. Franchisee shall establish electronic links to Franchisor's website(s) or any other website Franchisor designates.—~~

~~4.3.7. **Online Advertising and Electronic Communications.** Franchisor shall retain the exclusive right to develop and control the content of all online and other electronic advertising for System restaurants. Except as otherwise set forth in the Confidential Operations Manual or as otherwise approved in writing by Franchisor, Franchisee may not, directly or indirectly, establish, operate, maintain, register or sponsor any of the following to promote the Territory, a location, the System or otherwise display the Proprietary Marks: a domain name, social networking platform, virtual worlds, blog, messaging system, e-mail account, user name, text address, mobile application, web page, website or internet site, other electronic, or any other mobile or internet presence (collectively, "Electronic Communications"). Franchisee may not post or blog comments about the franchise or the Wild Bill's Franchised Business or the System through any Electronic Communications, without Franchisor's prior written approval.—~~

~~4.4. **Collection Costs, Attorneys' Fees, Interest.** Any late payment or underpayment of the royalty fee, advertising contributions and any other charges or fees due Franchisor, its parent or its affiliates from Franchisee, shall bear interest from the due date until paid at the lesser of 18% interest per year or the highest lawful interest rate which may be charged for commercial transactions in the state in which the Franchised Business is located. If Franchisor engages an attorney to collect any unpaid amounts under this Agreement or any related agreement (whether or not formal judicial proceedings are initiated), Franchisee shall pay all reasonable attorneys' fees, court costs and collection expenses incurred by Franchisor. If Franchisee is in breach or default of any non-monetary material obligation under this Agreement or any related agreement, and Franchisor engages an attorney to enforce its rights (whether or not formal judicial proceedings are initiated), Franchisee shall pay all reasonable attorneys'—~~

~~Wild Bill's—
Franchise Agreement 2025—~~

~~fees, court costs and litigation expenses incurred by Franchisor. If Franchisee institutes any legal action to interpret or enforce the terms of this Agreement, and the claim of Franchisee in such action resolved in favor of Franchisor or the action is dismissed, Franchisor shall be entitled to recover its reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending the action, and may have the amount awarded as part of the judgment in the proceeding.—~~

~~4.5. **Audit.** Franchisee shall maintain accurate business records, reports, correspondence, accounts, books and data relating to Franchisee's operation of the Franchised Business. At any time during normal business hours, Franchisor or its designee may enter the Franchised Business or any other premises where these materials are maintained and inspect and/or audit Franchisee's business records and make copies to determine if Franchisee is accurately maintaining its business records and accurately reporting its Gross Revenues. Alternatively, upon Franchisor's request, Franchisee shall deliver these materials to Franchisor or its designee. If any audit reveals that Franchisee has understated Gross Revenues by 2% or more, or if Franchisee has failed to submit reports and/or remittances to Franchisor for any 2 reporting periods, or Franchisee does not make these materials available, Franchisee shall pay the reasonable cost of the audit and/or inspection, including the cost of auditors and attorneys, incurred by Franchisor, together with amounts due for royalty and other fees as a result of such understated Gross Revenues, including interest from the date when the Gross Revenues should have been reported.—~~

~~4.6. **Financial Records and Reports.** Franchisee shall maintain for at least 5 fiscal years from their production, or any longer period required by law, complete financial records for the operation of the Franchised Business in accordance with generally accepted accounting principles and shall provide Franchisor with: (i) sales information in the form specified by Franchisor for sales and services rendered during the preceding week, indicating all monies received or accrued, sales or other services performed during the relevant period, and such other additional information as may be required by any such report forms furnished by Franchisor which Franchisor deems necessary to properly evaluate the progress of Franchisee, which Franchisor may access on a regular basis through the cash register point of sale system or other equipment used in connection with the recording of Franchisee's Gross Revenues; (ii) unaudited annual financial reports and operating statements in the form specified by Franchisor, prepared by a certified public accountant or state licensed public accountant, within 60 days after the close of each fiscal year of Franchisee; (iii) state and local sales tax returns or reports within 15 days after their timely completion; (iv) federal, state and local income tax returns for each year in which the Franchised Business is operated within 60 days after their timely completion; and (v) such other reports as Franchisor may from time to time require, in the form and at the time prescribed by Franchisor, setting forth, without limitation, such items as sales, quantities of inventory purchased, and the sources from which inventory was obtained. To assist Franchisee in recording and keeping accurate and detailed financial records for reports and tax returns, Franchisor, at its discretion, may specify the form in which the business records are to be maintained, provide a uniform set of business records to be used by Franchisee, and specify the type of cash register, point of sale system or other equipment and software to be used in connection with the recording of Gross Revenues. Franchisee shall transmit, permit Franchisor to call in or "poll" Franchisee's cash register and/or computer, make the information available on Franchisor's intranet, or otherwise make available to Franchisor as Franchisor directs, any original records, information or reports for any time periods and using the format or software Franchisor requires. Franchisor may obtain Gross Revenues and other information from Franchisee by calling in to Franchisee's computer by modem or other similar means, from a remote location, without the need for consent, at the times and in the manner as Franchisor specifies, in Franchisor's sole discretion, and Franchisee shall maintain the required hardware, software, firmware and telecommunications infrastructure products and support services to allow remote access by Franchisor.—~~

~~Wild Bill's—
Franchise Agreement 2025—~~

~~4.7. **Taxes on Payments to Franchisor.** The Franchisee shall reimburse the Franchisor, its parent or its affiliates, promptly and when due, the amount of all sales tax, use taxes, personal property taxes and similar taxes imposed upon, required to be collected or paid by the Franchisor, its parent or its affiliate, on account of goods or services furnished by the Franchisor, its parent or its affiliates, to Franchisee, through sale, lease or otherwise.~~

~~4.8. **Out of Territory Events Fee.** Franchisor may, but is not obligated to, permit Franchisee to service events outside Franchisee's Territory or events in Reserved Venues. In such case, Franchisee will be required to accept the terms and conditions that Franchisor designates which may include that Franchisee remit a certain percentage of revenue generated to Franchisor in exchange for the right to service the out of Territory event or Reserved Venue. If Franchisee elects not to accept such terms and conditions, then Franchisor has the right to offer the out of Territory event or Reserved Venue on the same terms and conditions to another franchisee or other third party or to service the event itself. Pre-approval is required for Franchisee to service any event or venue that is not in its Territory or that is part of Franchisor's reserved rights. In the event Franchisee fails to obtain said approval, Franchisor may charge the Out of Territory Events Fee which is currently 20% of Gross Revenue generated from the applicable event and is subject to increase of up to 10% each calendar year, however, such fee shall not be Franchisor's exclusive remedy for the breach and Franchisor shall retain all remedies available to it.~~

~~5. **FRANCHISOR SERVICES**~~

~~5.1. **Training**~~

~~5.1.1. **Initial Training.** Franchisor shall provide, either itself or through its designee, an initial training program to be held at Franchisor's corporate headquarters in New Jersey, or another place, at the times and places Franchisor shall designate. Franchisor shall schedule an initial training program, at Franchisor's convenience, between the time Franchisee signs this Agreement and the time Franchisee is scheduled to attend its first event. Franchisee, or if Franchisee is a business entity, its Operating Principal, and Franchisee's designated manager, shall attend and complete the initial training program to Franchisor's satisfaction. Franchisee shall be responsible for the personal expenses, including transportation to and from the training site and lodging, meals, and salaries during training, for individuals attending training. Franchisor shall provide tuition-free training initially for up to 3 persons including Franchisee (or its Operating Principal) and its managers before the Franchised Business opens for business. If initial training is otherwise required for any additional owners or employees of Franchisee, Franchisee shall pay Franchisor's then-current tuition for each person to attend the additional initial training program. Tuition is currently \$300 per person per day (or \$1,200 per person for the full training program if the additional initial training is done in conjunction with a regularly-scheduled training class) plus expenses. We can increase the fee by an amount of up to 10% per calendar year. Each of Franchisee's additional and/or replacement managers shall attend and complete to Franchisor's satisfaction Franchisor's this initial training program prior to assuming management responsibility.~~

~~5.1.2. **Refresher Courses; Supplemental Training.** Franchisor reserves the right to offer refresher courses and supplemental training programs, which may be optional or mandatory, from time to time, to Franchisee, its Operating Principal if Franchisee is a business entity, its manager and/or its employees. Franchisee shall be responsible for the personal expenses, including transportation to and from the training site and lodging, meals, and salaries during training, for individuals attending any refresher or supplemental training. Franchisee shall pay Franchisor's then-current tuition for any~~

~~Wild Bill's—
Franchise Agreement 2025—~~

individual attending refresher courses or supplemental training. Tuition is currently \$500 per person per day plus expenses and can be increased by up to 10% per calendar year.—

~~5.1.3. **Administration of Advertising Fund.** Franchisor shall administer the advertising contributions to the Fund paid by Franchisor under this Agreement as described in Section 4.3.2.—~~

~~5.2. **Inventory.** Franchisor shall consult with Franchisee about the initial inventory of syrup, mugs, food, beverages, ingredients, and paper and other goods and other items which Franchisee must acquire prior to the opening of the Franchised Business and advise Franchisee with respect to the merchandising needs of the Franchised Business.—~~

~~5.3. **Continuing Consultation and Advice.** In addition to the assistance rendered Franchisee prior to opening the Franchised Business, Franchisor shall provide Franchisee continuing consultation and advice as Franchisor deems advisable during the term of this Agreement regarding menu preparation, merchandising, inventory, ordering, sales techniques, personnel development and other business, operational and advertising matters that directly relate to the Franchised Business. Such assistance may be provided by telephone, facsimile, email, postings to Franchisor's intranet, periodically through on-site assistance by appropriate personnel of Franchisor, and/or other methods.—~~

~~5.4. **Operations Manual.** Franchisor shall loan or otherwise provide access by Franchisee to one copy of a specifications, operations and procedures manual, one copy of a product and food preparation manual and one copy of other books, binders, videos or other electronic media, intranet postings and other materials, and appropriate revisions as may be made from time to time, referred to collectively as the "Confidential Operations Manual". Franchisee shall operate the Franchised Business in strict compliance with the Confidential Operations Manual. From time to time Franchisor may, through changes in the Confidential Operations Manual or by other notice to Franchisee, change any standard or specification or any of the Proprietary Marks applicable to the operation of the Franchised Business or change all or any part of the System, and Franchisee shall take all actions, at Franchisee's expense, to implement these changes. Franchisor may vary the standards and specifications to take into account unique features of specific locations or types of locations, special requirements and other factors Franchisor considers relevant in its sole discretion. The Confidential Operations Manual shall be confidential and at all times remain the property of Franchisor. Franchisee shall not make any disclosure, duplication or other unauthorized use of any portion of the Confidential Operations Manual. The provisions of the Confidential Operations Manual constitute provisions of this Agreement as if fully set forth in this Agreement. Franchisee shall ensure that its copy of the Confidential Operations Manual is current and up-to-date. If there is a dispute relating to the contents of the Confidential Operations Manual, the master copy maintained by Franchisor at its principal office shall be controlling. Franchisor may elect to provide the Confidential Operations Manual solely through Franchisor's website(s) and/or intranets or other electronic means without any need to provide Franchisee with a paper copy or other physical format.—~~

~~5.5. **Mystery Shopping Service.** Franchisor reserves the right, from time to time, without prior notice to Franchisee, to, through itself, a designee or through a third party secret shopping service, evaluate the operation and quality of the mobile stand, including such things as drink quality, customer service, cleanliness, franchise compliance and proper use of computers and registers. Franchisor may, at its sole discretion, make the results of any such evaluation available to Franchisee.—~~

Wild Bill's—
Franchise Agreement 2025—

6. FRANCHISE SYSTEM STANDARDS—

6.1. Opening for Business. ~~Franchisee shall open the Franchised Business within 180 days after the date of execution of this Agreement. Franchisee shall not open the Franchised Business for business until Franchisee has complied with Franchisor's requirements for opening, and has granted written permission to open, unless Franchisor otherwise provides in writing. Franchisor's opening requirements include (i) Franchisee must have paid the initial franchise fee and other amounts due to Franchisor; (ii) the Franchised Business and mobile stand(s) complies with Franchisor's standards and specifications; (iii) all required personnel have satisfactorily completed Franchisor's pre-opening training requirements; (iv) Franchisee has provided Franchisor with copies of all required insurance policies and evidence of coverage and premium payment; and (v) Franchisor provided written clearance to open.—~~

~~Franchisee must operate one Wild Bill's mobile stand for every 2,000,000 population in the Territory. Failure to open within 180 days of execution of this Agreement is grounds for termination of this Agreement by Franchisor.—~~

6.2. Compliance with Standards. ~~Franchisee acknowledges that its obligations under this Agreement are reasonable, necessary and desirable for the operation of the Franchised Business and the System. Franchisee shall adhere to Franchisor's standards and specifications as set forth in this Agreement and the Confidential Operations Manual, including, but not limited to, specifications of product and service quality and uniformity and equipment compatibility among individual System Wild Bill's businesses, and any revisions or amendments. Franchisee shall purchase only products and services, including syrup, mugs, apparel, mobile stands, fixtures, equipment, signs, branded products or services, inventory, supplies, software and logo-imprinted products, which Franchisor approves, including purchasing from approved suppliers or a designated sole supplier for any items. Franchisor, its parent and its affiliates may be an approved supplier or designated sole supplier for any purchases of products or services, including, without limitation, syrup, mugs, packaging and supplies, and may obtain revenue from Franchisee and make a profit. If Franchisor has not designated an approved supplier for a particular product or service, Franchisee shall purchase these products and services only from suppliers that meet Franchisor's standards and specifications.—~~

~~Franchisee may request approval of a supplier under Franchisor's published procedures, which include inspection of the proposed supplier's facilities and testing of product samples. Franchisor or the independent testing facility Franchisor designates may charge a fee for the testing. Franchisor may also charge an evaluation fee for Franchisor's services in making a determination on the proposed supplier, including the costs of inspection of the supplier's facilities, evaluation of the test results, and a background check of the supplier. The evaluation fee is currently \$500 plus costs and may be increased by up to 10% each calendar year. Any such evaluation fee will be refundable if the supplier or product tested is approved for use by the Franchisor for the entire System. Franchisor reserves the right, at its option, to re-inspect the facilities and products of any approved supplier, and to revoke approval if the supplier fails to continue to meet any of Franchisor's criteria. Franchisor may receive fees and other payments from suppliers and others in connection with Franchisee's purchases and may use the fees for Franchisor's own purposes.—~~

6.3. Operations.—

~~6.3.1. Franchisee shall operate the Franchised Business for at least those hours and days and number of events specified by Franchisor in the Confidential Operations Manual.—~~

~~6.3.2. The Franchised Business shall accept credit cards and other methods of payment from customers, as required by the Franchisor.—~~

~~6.3.3. Franchisee shall maintain the Wild Bill's mobile stand in a clean, safe and attractive manner, and in accordance with all applicable requirements of law and the Confidential Operations Manual. Franchisee and its employees shall give prompt, courteous and efficient service to the public and shall otherwise operate the Franchised Business so as to preserve, maintain and enhance the reputation and goodwill of the System.—~~

~~6.3.4. Franchisee shall at all times maintain and employ working capital as Franchisor may reasonably deem necessary to enable Franchisee to properly and fully carry out and perform all of its duties, obligations and responsibilities under this Agreement and to operate the business in a businesslike, proper and efficient manner.—~~

~~6.3.5. Franchisee shall operate the Franchised Business in conformity with the highest ethical standards and sound business practices and in a manner which shall enhance the System. Franchisee shall employ a sufficient number of qualified, competent people to satisfy the demand for products and service as well as other office personnel.—~~

~~6.3.6. Franchisee shall be solely responsible for all employment decisions and functions, including hiring, firing, discipline, supervision, setting terms of employment and compensation and implementing a training program for employees of the Franchised Business in accordance with training standards and procedures Franchisor specifies in order for Franchisee to conduct the business of the Franchised Business at all times in compliance with Franchisor's requirements. Franchisee's employees are under its day-to-day control. Franchisee must communicate clearly with its employees in its employment agreements, human resource manuals, written and electronic correspondence, paychecks, and other materials that Franchisee (and not Franchisor) is their employer. Franchisee shall never represent or imply to prospective employees and employees that they shall be or are employed by Franchisor.—~~

~~6.3.7. Franchisee shall operate and maintain the Franchised Business at all times in compliance with any and all applicable health and sanitary standards prescribed by Franchisor and by governmental authority. If the Franchised Business is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it shall be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the Franchised Business. In addition, Franchisee shall comply with any higher standards that Franchisor may prescribe.—~~

~~6.3.8. Franchisee shall promptly respond to all customer inquiries and complaints, following the procedures set forth in the Confidential Operations Manual. Franchisee shall notify Franchisor of any customer complaints or disputes that are not resolved promptly.—~~

~~6.3.9. Franchisee shall, at its expense, redecorate, repair and replace equipment,—~~

~~Wild Bill's—
Franchise Agreement 2025—~~

~~software, fixtures and signs as necessary to maintain the Wild Bill's mobile stand(s) in first class condition and repair as Franchisor may direct. Not more than once every 5 years, Franchisor may require Franchisee to extensively renovate and refurbish the Wild Bill's mobile stand(s) at Franchisee's expense to conform to Franchisor's then current public image and trade dress. This extensive renovation may include remodeling, redecorating, refurbishing or replacing the mobile stands. Franchisee must also purchase any additional or replacement equipment, software, fixtures and signs Franchisor specifies.~~

~~6.3.10. Franchisee shall fully participate in all required national buying or vendor programs.~~

~~6.3.11. Franchisee authorizes the release of all supplier records to Franchisor without notice to Franchisee. Franchisee grants Franchisor the right to communicate with suppliers without notice to Franchisee, and to obtain and examine all records of any supplier relating to Franchisee's purchases from the supplier.~~

~~6.3.12. Franchisee shall fully participate in market research, testing and product and service development programs.~~

~~13. Franchisee may only sell products at retail and may not engage in the wholesale distribution of any product.~~

~~14. Franchisee must install and maintain adequate security measures and devices necessary to protect the customer data of the Franchised Business from unauthorized access or disclosure. Franchisee may not sell or disclose to any third party, any personal or aggregate information concerning any customers. Franchisor, its parent or its affiliate shall own all data Franchisee collects from its customers or through marketing. Franchisee only has the right to use customer data in connection with the Franchised Business, while the Franchise Agreement is in effect. In the event of a transfer, pursuant to Section 8 of this Agreement, Franchisee may transfer the customer data to the new owner as part of the going concern value of the Franchised Business.~~

~~15. Franchisee acknowledges that proper management of the Franchised Business is extremely important. Franchisee (or its Operating Principal) is responsible for the management, direction and control of the Franchised Business. If Franchisee is an entity, Franchisee must appoint and maintain throughout the Term an "Operating Principal", who must be an equity owner of at least 10% of the Franchised Business. The Operating Principal is identified on Exhibit 2 to this Agreement. The Operating Principal shall have the authority to bind Franchisee in all operational decisions regarding the Franchised Business. Franchisor shall have the right to rely on any statement, agreement or representation made by the Operating Principal. The Operating Principal cannot be changed without Franchisor's prior written approval.~~

~~Franchisee may hire a General Manager to be responsible for the direct supervision of the Franchised Business. Franchisee's General Manager must furnish full-time attention and best efforts to the management of the Franchised Business. However, Franchisee is still responsible for the operations of the Franchised Business and its obligations under the Franchise Agreement. Franchisee may not change the General Manager of the Franchised Business without Franchisor's prior approval. Franchisor must be given notice if a General Manager resigns or is otherwise terminated within seventy-two hours and Franchisee must engage a suitable replacement as soon as possible, but in no event more than 60 days from the date of termination and Franchisee must provide suitable coverage in the interim.~~

~~Wild Bill's—
Franchise Agreement 2025—~~

~~At all times, Franchisee will keep Franchisor advised of the identity of the General Manager. The General Manager need not have any equity interest in the franchise. Franchisee will disclose to the General Manager only the information needed to operate the Franchised Business and the General Manager will be advised that any confidential information is Franchisor's trade secret.~~

~~5. **Applicable Laws.** Franchisee shall investigate, keep informed of and comply with all applicable federal, state and local laws, ordinances and regulations affecting the Franchised Business, including those related to food service and/or mobile food service, the construction, operation or use of the mobile stand(s), including any signs, fixtures, décor, equipment or related to employment and personnel practice and policies. If these legal requirements impose a greater standard or duty than Franchisor requires in the Confidential Operations Manual or elsewhere, Franchisee must comply with the greater standard or duty and notify Franchisor in writing promptly after Franchisee becomes aware of the discrepancy. Franchisee agrees to obtain and maintain during the Term, all such permits and licenses required to operate the Franchised Business. Franchisee shall promptly forward to Franchisor copies of all health and sanitation department, fire department, building department and other similar reports of inspection or authorization as and when they become available and shall immediately forward to Franchisor notices of any health department violations upon receipt thereof. Franchisee shall abide by all applicable laws pertaining to privacy of information collected or maintained regarding customers or other individuals ("Privacy") and shall comply with Franchisor's standards and policies pertaining to Privacy. If there is a conflict between Franchisor's standards and policies pertaining to Privacy and applicable law, Franchisee shall: (i) comply with the requirements of applicable law; (ii) immediately give Franchisor written notice of said conflict; and (iii) promptly and fully cooperate with Franchisor and its counsel as it may request to assist in a determination regarding the most effective way, if any, to meet the standards and policies pertaining to Privacy within the bounds of applicable law. Franchisee shall be solely responsible for any penalties or fines assessed for failure to abide by all laws and regulations.~~

~~6. **Trade Secrets and Confidential Information.** The System is unique and the Confidential Operations Manual, Franchisor's trade secrets and copyrighted materials, methods and other techniques and know-how, financial results or information of System franchisees, are the sole, exclusive and confidential property of Franchisor, and are provided or revealed to Franchisee in confidence ("Confidential Information"). Franchisee shall use the Confidential Information only for the purposes and in the manner authorized in writing by Franchisor, and its use shall inure to the benefit of Franchisor.~~

~~Franchisee shall not contest, directly or indirectly, Franchisor's ownership of or right, title or interest in Franchisor's trade secrets, methods or procedures or contest Franchisor's right to register, use or license others to use any of such trade secrets, methods and procedures. Franchisee, including its officers, directors, shareholders, partners, and employees, are prohibited from using and/or disclosing any Confidential Information in any manner other than as permitted by Franchisor in writing.~~

~~Franchisor's trade secrets consist of, without limitation: (i) Territory specifications; (ii) methods, formats, specifications standards, systems, procedures, sales and marketing techniques; (iii) recipes, ingredients, formulas and preparation techniques; (iv) knowledge of specifications for and suppliers of, and methods of ordering, certain products, ingredients, materials, equipment and supplies; (v) knowledge of the operating results and financial performance of other Wild Bill's Franchised Business; (vi) the Confidential Operations Manual; (vii) training materials and programs; (viii) customer data; and (ix) all password-protected portions of Franchisor's website, intranets and extranets and the information they~~

~~Wild Bill's—
Franchise Agreement 2025—~~

~~contain (including the email addresses of System franchisees). Franchisee shall inform all employees before communicating or divulging any Confidential Information to them of their obligation of confidence. In addition, subject to applicable law, Franchisee shall obtain a written agreement, in form and substance satisfactory to Franchisor, from Franchisee's employees, landlord, contractors, and any other person having access to the Confidential Operations Manual or to whom Franchisee wishes to disclose any Confidential Information that they shall maintain the confidentiality of the Confidential Information and they shall recognize Franchisor as a third-party beneficiary with the independent right to enforce the covenants either directly, in Franchisor's own name as a third-party beneficiary. Franchisee shall be liable to Franchisor for the actions of any such individuals with respect to the Confidential Information. An example of a written agreement currently considered satisfactory is the Confidentiality Agreement attached as Exhibit 4. Franchisee shall retain all executed Confidentiality Agreements with Franchisee's business records for the time period specified in the Confidential Operations Manual. Franchisee shall enforce all covenants and shall give Franchisor notice of any breach or suspected breach of which Franchisee has knowledge.~~

~~7. Proprietary Marks.~~

~~7.1. **Ownership.** Nothing in this Agreement assigns or grants to Franchisee any right, title or interest in or to the Proprietary Marks, it being understood that all rights relating to the Proprietary Marks are reserved by Franchisor, except for Franchisee's license to use the Proprietary Marks only as specifically and expressly provided in this Agreement. Franchisee's use of the Proprietary Marks shall inure to the benefit of Franchisor, and Franchisee shall not at any time acquire any rights in the Proprietary Marks. Franchisee shall not challenge the title or rights of Franchisor in and to the Proprietary Marks, or do any act to jeopardize or diminish the value of the Proprietary Marks. All goodwill associated with the Proprietary Marks and Franchisor's, its parent's and its affiliates' copyrighted material, including any goodwill that might be deemed to have arisen through Franchisee's activities, inures directly and exclusively to the benefit of Franchisor, its parent and its affiliates. Franchisee shall execute from time to time any and all other or further necessary papers, documents, and assurances to effectuate the intent of this Section and shall fully cooperate with Franchisor, its parent and its affiliates or any other franchisee of Franchisor in securing all necessary and required consents of any state agency or legal authority to the use of any of the Proprietary Marks. Franchisor reserves the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating under its System if the current Proprietary Marks no longer can be used, or if Franchisor, in its sole discretion, determines that substitution of different Proprietary Marks shall be beneficial to the System. Franchisee shall bear the cost and expense of all substitutions.~~

~~7.2. **Protection.** Franchisee shall promptly notify Franchisor of any infringement of, or challenge to, the Proprietary Marks, and Franchisor shall in its discretion take the action it deems appropriate. Franchisor shall indemnify and hold Franchisee harmless from any suits, proceedings, demands, obligations, actions or claims, including costs and reasonable attorneys' fees, for any alleged infringement under federal or state trademark law arising solely from Franchisee's use of the Proprietary Marks in accordance with this Agreement or as otherwise set forth by Franchisor in writing if Franchisee has promptly notified Franchisor of such claim and cooperated in the defense of any claim. If Franchisor undertakes the defense or prosecution of any litigation pertaining to any of the Proprietary Marks, Franchisee agrees to execute any and all documents and do such acts and things as may, in the opinion of counsel for Franchisor, be necessary to carry out such defense or prosecution.~~

~~Wild Bill's—
Franchise Agreement 2025—~~

~~7.3. **Advertising.** All advertising and marketing shall prominently display the Proprietary Marks and shall comply with any standards for use of the Proprietary Marks established by Franchisor as set forth in the Confidential Operations Manual or otherwise. All such materials shall be subject to Franchisor's prior written approval as provided in Section 4.3.1. Franchisor reserves the right to approve all signs, stationery, business cards, forms, and other materials and supplies bearing the Proprietary Marks. Franchisee shall use the Proprietary Marks, including without limitation trade dress, color combinations, designs, symbols, and slogans, only in the manner and to the extent specifically permitted by this Agreement, the Confidential Operations Manual or by prior written consent of Franchisor. All advertising, publicity, signs, decorations, furnishings, equipment or other materials using in any way the words "Wild Bill's" or any derivative thereof or any other Proprietary Mark shall be submitted to and approved by Franchisor prior to first publication or use.~~

~~7.4. **Franchisee's Name.** Franchisee agrees not to use the Proprietary Marks or any part of a Proprietary Mark in its corporate name. The corporate and all fictitious names under which Franchisee proposes to do business must be approved in writing by Franchisor before use. Franchisee shall use its corporate name either alone or followed by the initials "D/B/A" and the business name of "Wild Bill's". Franchisee shall register at the office of the county in which the Franchised Business is located or such other public office as provided for by the laws of the state in which the Franchised Business is located as doing business under such assumed business name.~~

~~7.5. **Independent Status.** All stationery, business cards and contractual agreements into which Franchisee enters shall contain Franchisee's corporate or fictitious name and a conspicuously displayed notice that Franchisee operates the Franchised Business as an independently owned and operated franchise of Franchisor. Franchisee shall prominently display, by posting a sign within public view on the Wild Bill's mobile stands(s), a statement that clearly indicates that the Franchised Business is independently owned and operated by Franchisee as a System Franchise.~~

~~7.6. **Authorized and Unauthorized Use.** At Franchisor's direction, Franchisee shall use the Proprietary Marks in conjunction with the symbol "SM," "TM" or "@", as applicable, in order to indicate the registered or unregistered status of the Proprietary Marks. Franchisee shall not use any of the Proprietary Marks in connection with the offer or sale of any unauthorized products or services or in any other manner not explicitly authorized in writing by Franchisor.~~

~~7.7. **Franchisor's Use of Marks.** Franchisor may use and register the Proprietary Marks as it deems advisable in its discretion including without limitation, developing and establishing other systems using the same or similar Proprietary Marks alone or in conjunction with other marks and granting licenses and/or franchises in connection with the same or similar Proprietary Marks without providing any rights to Franchisee.~~

~~8. **Inspection.** During normal business hours and without prior notice, Franchisor or its representatives or agents shall have the right to enter and inspect the Wild Bill's mobile stand(s), inspect Franchisee's records, interview Franchisee's employees and customers and observe the manner in which Franchisee operates the Franchised Business. Franchisee shall allow Franchisor or its representatives or agents to make extracts from or copies of any records and to take samples of any products sold by the Franchised Business and immediately remove any unauthorized products without any payment or other liability to Franchisee. Franchisee shall allow Franchisor or its representatives or agents to take photographs, videos or any electronic record of the Wild Bill's mobile stand(s). Franchisor shall have the exclusive right to use any photograph, video, electronic record or other material prepared in connection~~

~~Wild Bill's—
Franchise Agreement 2025—~~

with an inspection and to identify the Franchised Business and Franchisor shall not have any obligation to obtain authorization, or to compensate Franchisee in any manner, in connection with the use of these materials for advertising, training or other purposes.—

9. **~~Changes to the System.~~** Franchisor may, from time to time, change the standards and specifications applicable to operation of the Franchise, including standards and specifications for the mobile stand, inventory, products, supplies, signs, fixtures, furnishings, technology and equipment, by written notice to Franchisee or through changes in the Confidential Operations Manual. Franchisor also may from time to time eliminate and introduce new products, menu items or change the recipe for menu items. Franchisee shall cease offering products or menu items discontinued by Franchisor immediately, and immediately revise any changed recipe. Franchisee shall commence offering and selling any new menu item within 15 days of notification from Franchisor. Franchisee may incur an increased cost to comply with such changes, and Franchisee shall accept and implement such changes at its own expense as if they were part of the System when this Agreement was executed, including discontinuing or modifying the use of or substituting any of the Proprietary Marks.—

10. **~~Authorized Products, Services, Ingredients, Supplies and Equipment.~~**—

10.1. ~~Franchisee shall be required to only use menus and menu boards approved by Franchisor. Franchisee may not use any menu or menu board that is not approved by Franchisor. Franchisee shall offer and sell all menu items, related products and render all services that Franchisor prescribes and only those menu items, products and services that Franchisor prescribes. Franchisee shall have the right to suggest new recipes, products or other developments to Franchisor for use in Franchisee's and other System Wild Bill's businesses. Franchisee shall have no right to serve new recipes or products to its customers or use any new developments until Franchisor has had the opportunity to test the new recipes, products or developments and provide Franchisee with written approval for their use and standards and specifications with respect to their use. All new recipes, products and developments, whether they be of Franchisee's original design or variations of existing recipes or techniques, shall be deemed works made for hire and Franchisor shall own all rights in them. If these recipes, products and developments do not qualify as works made for hire, by signing this Agreement Franchisee assigns to Franchisor ownership of any and all rights in these recipes and developments and the goodwill associated with them. Franchisee shall receive no payment or adjustment from Franchisor in connection with any new recipes, products or developments.—~~

10.2. ~~Franchisee shall use in the operation of the Franchised Business, and in the preparation of products, only such ingredients, recipes, formulas, supplies and equipment as are specified by Franchisor and shall prepare products in such portions, sizes, appearance and packaging as are specified by Franchisor in the Confidential Operations Manual, product preparation materials or otherwise in writing. Franchisee acknowledges and agrees that these may be changed periodically by Franchisor and that Franchisee is obligated to conform to the requirements as so changed. All supplies, including mugs, cups, containers, eating utensils, napkins and all other customer service materials of all descriptions and types, shall meet the reasonable standards of uniformity and quality as now or hereafter are set by Franchisor. All mugs, containers, cartons, bags, napkins and other paper goods and packaging used in the dispensing or sale of food and beverage products shall bear the Proprietary Marks which Franchisor designates and meet Franchisor's standards and specifications.—~~

10.3. ~~Franchisor shall have the exclusive right in its sole discretion to vary from the authorized menu in establishing the menu for the Franchised Business. Complete and detailed uniformity—~~

Wild Bill's—
Franchise Agreement 2025—

~~under many varying conditions may not always be possible or practical and Franchisor reserves the right and privilege, at its sole discretion, to vary not only the menu but other standards for any System franchisee based upon the customs or circumstances of a particular area, density of population, business potential, population of trade area, existing business practices, or any condition which Franchisor deems to be of importance to the operation of that franchisee's business.—~~

~~10.4. Franchisee shall obtain and at all times use such items of equipment and such supplies as Franchisor specifies, and only such items of equipment and supplies. Prior to opening the Franchised Business, Franchisee shall obtain such equipment and supplies as Franchisor specifies. As an item of equipment may become obsolete or inoperable, Franchisee shall replace the item with the types and kinds of equipment then being installed in new System Wild Bill's businesses at the time of replacement. If Franchisor determines that additional or substitute equipment is needed because of a change in menu or method of preparation or service, Franchisee shall install such new equipment within a reasonable time.—~~

~~10.5. Franchisee acknowledges that Franchisor reserves the right to develop a point of sale (POS) system and a backroom computer system for use in connection with the System. Franchisee shall acquire computer hardware equipment, software, telecommunications infrastructure products and credit card processing equipment and support services as Franchisor reasonably requires in connection with the operation of the Franchised Business and all additions, substitutions and upgrades Franchisor shall specify and shall pay all fees associated charged in connection with the use of said items. Franchisee's computer system must be able to send and receive email and attachments on the Internet and provide access to the World Wide Web and otherwise support Franchisor's then current information technology system. Franchisor shall have the right to independently access information related to operation of the Franchised Business, from a remote location, without the need for consent, at such times and in such manner as Franchisor shall require, in its sole discretion and may share such data with the System or other third parties. Franchisee must use any Wild Bill's supplied e-mail address in all business communications with customers, vendors or suppliers. Franchisor owns all Wild Bill's e-mail addresses and has full access to all communications sent and received using those addresses.—~~

~~10.6. Franchisee acknowledges that the quality and consistency of the products and services offered to Franchisee's customers are essential conditions of this Agreement. Accordingly, Franchisee shall purchase all food and beverage products, packaging and paper products, equipment, and other specified items exclusively in accordance with Franchisor's standards and specifications as provided in Section 6.2. Franchisor is not obligated to approve or consider for approval any item or supplier not specified by it.—~~

~~10.7. All products must be served in a fresh, tasty condition, and no stale or inferior-grade products may be offered or sold. Franchisor may require that Franchisee remove any item from sale if Franchisor reasonably believes the item to be stale or of inferior quality.—~~

11. Inventory.—

~~11.1. Prior to commencement of operation of the Franchised Business and throughout the term of this Agreement, Franchisee shall have in stock at least a minimum inventory of food, beverages, ingredients, mugs, and paper and other goods and other items in the amount set forth in the Confidential Operations Manual. This inventory may be purchased from or through Franchisor, its parent, its affiliate or an approved supplier other than Franchisor, its parent, or its affiliate as provided in Section—~~

~~Wild Bill's—
Franchise Agreement 2025—~~

~~6.2. Franchisee shall at all times maintain on hand a selection of inventory sufficient to satisfy, in Franchisor's judgment, the reasonable demand of Franchisee's customers. Franchisee specifically agrees to maintain certain inventory mixes as specified by Franchisor from time to time. Franchisee acknowledges and agrees that Franchisor and other suppliers may require Franchisee to pay cash on delivery (C.O.D.) for purchases of inventory and shipping and that inventory may be shipped F.O.B. point of origination, and Franchisee shall comply with such requirements. Payment for all goods and services which Franchisee purchases from Franchisor shall be due and payable in accordance with Franchisor's then-current policy.~~

~~11.2. If at any time during the term of this Agreement or any renewal hereof, Franchisor, its parent and/or its affiliate develop private label items for use by System franchisees, Franchisee may be required to offer and sell the private label items. Franchisee may be required to purchase the private label items from Franchisor, its parent or its affiliate or a limited number of suppliers approved by Franchisor. If Franchisee elects to carry the private label items, Franchisee shall maintain sufficient inventory of the private label items to meet, in Franchisor's judgment, consumer demand for the items.~~

12. **Required Mug Purchases.** ~~During the term of the Franchise Agreement, Franchisee is required to purchase the following amount of mugs per year from Franchisor or its parent or affiliate or a party designated by Franchisor, in its discretion:~~

Franchisee Name					

Wild Bill's®
FRANCHISE AGREEMENT

Table of Contents

<u>Article</u>	<u>Page</u>
1. DEFINITIONS.....	1
2. GRANT OF FRANCHISE.....	13
2.A. GRANT OF FRANCHISE	13
2.B. TERM	14
2.C. GUARANTY, CONFIDENTIALITY AND RESTRICTIVE COVENANTS	14
2.D. RESERVATION OF RIGHTS	14
2.E. MODIFICATION OF SYSTEM.....	14
2.F. CORPORATE ENTITY OWNERSHIP	14
3. DEVELOPMENT AND OPERATION OF THE FRANCHISED BUSINESS.....	15
3.A. DEVELOPMENT OF THE FRANCHISED BUSINESS	15
3.B. OPERATIONS OF THE FRANCHISED BUSINESS	15
3.C. FRANCHISEE'S ADMINISTRATIVE OFFICE.....	15
3.D. FURNITURE, FIXTURES, EQUIPMENT AND SIGNS.....	16
3.E. SYSTEM SUPPLIES.....	16
3.F. BUSINESS MANAGEMENT SYSTEM.....	16
3.G. DIGITAL MEDIA, SYSTEM WEBSITE AND TELEPHONE NUMBERS.....	17
3.H. RELOCATION OF FRANCHISEE'S ADMINISTRATIVE OFFICE.....	18
3.I. OUT-OF-TERRITORY EVENTS	18
3.J. SERVICE VEHICLES AND MOBILE STANDS.....	19
3.K. CORPORATE ACCOUNTS.....	19
4. TRAINING AND OPERATING ASSISTANCE	20
4.A. INITIAL TRAINING, SUPPLEMENTAL TRAINING AND SYSTEM-WIDE TRAINING	20
4.B. OPERATING ASSISTANCE	21
4.C. OPERATIONS MANUAL	22
5. FEES	23
5.A. INITIAL FRANCHISE FEE	23
5.B. ROYALTY FEES.....	23
5.C. TECHNOLOGY FEE.....	25
5.D. OTHER FEES.....	25
5.E. PAYMENT NON-COMPLIANCE FEES AND CHARGES	26
5.F. APPLICATION OF PAYMENTS.....	27
5.G. WITHHOLDING PAYMENTS UNLAWFUL.....	27
6. RESTRICTIVE COVENANTS AND OBLIGATIONS	27
6.A. NECESSITY FOR RESTRICTIVE COVENANTS	27
6.B. RESTRICTIVE COVENANTS: KNOW-HOW	27
6.C. RESTRICTIVE COVENANTS: CONFIDENTIAL INFORMATION.....	28
6.D. RESTRICTIVE COVENANTS: UNFAIR COMPETITION AND IN-TERM NON-COMPETITION OBLIGATIONS	28
6.E. RESTRICTIVE COVENANTS: UNFAIR COMPETITION AND POST-TERMINATION NON-COMPETITION OBLIGATIONS	28
6.F. REASONABLENESS OF RESTRICTIVE COVENANTS AND OBLIGATIONS	29
6.G. BREACH OF RESTRICTIVE COVENANTS AND OBLIGATIONS	29
6.H. OWNERSHIP OF INNOVATIONS, IMPROVEMENTS AND CUSTOMER INFORMATION	29
7. OPERATING STANDARDS.....	30
7.A. OPERATING REQUIREMENTS	30
7.B. MAINTENANCE, UPDATES AND UPGRADES	30
7.C. DAMAGE CAUSED BY CASUALTY.....	30
7.D. ALTERATIONS.....	30
7.E. BRAND STANDARDS AND FRANCHISOR DESIGNATED REQUIREMENTS	30
7.F. APPROVED SERVICES, PRODUCTS, EQUIPMENT AND SUPPLIERS.....	31
7.G. MARKET RESEARCH AND TESTING.....	32
7.H. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES	32
7.I. MANAGEMENT OF THE FRANCHISED BUSINESS.....	33
7.J. REMEDIES FOR NON-COMPLIANCE WITH OPERATIONAL STANDARDS	34
8. INSURANCE.....	34
9. BRAND DEVELOPMENT AND MARKETING.....	35

9.A.	BRAND DEVELOPMENT FUND	35
9.B.	LOCAL MARKETING	37
9.C.	REQUIRED FRANCHISOR APPROVAL OF ALL MARKETING	38
9.D.	WAIVERS OR DEFERRALS	38
9.E.	DIGITAL MEDIA AND WEBSITE PROHIBITIONS	39
10.	RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION	39
10.A.	INDEPENDENT CONTRACTORS	39
10.B.	INDEMNIFICATION BY FRANCHISEE	40
10.C.	INDEMNIFICATION BY FRANCHISOR	40
11.	LICENSED MARKS AND SYSTEM	41
11.A.	OWNERSHIP AND GOODWILL	41
11.B.	USE OF THE LICENSED MARKS	41
11.C.	NOTIFICATION OF INFRINGEMENT AND CLAIMS	41
11.D.	DISCONTINUANCE OF USE OF LICENSED MARKS	42
11.E.	INDEMNIFICATION OF FRANCHISEE	42
11.F.	OWNERSHIP OF INNOVATIONS, IMPROVEMENTS AND INFORMATION	42
12.	RECORDS AND REPORTS	43
12.A.	MAINTENANCE AND PRESERVATION OF RECORDS	43
12.B.	REPORTING OBLIGATIONS	43
12.C.	REMEDIES FOR NON-COMPLIANCE WITH RECORDS AND REPORTING	44
13.	INSPECTION AND AUDITS	44
13.A.	FRANCHISOR'S RIGHT TO INSPECT	44
13.B.	FRANCHISOR'S RIGHT TO EXAMINE BOOKS AND RECORDS	44
14.	TRANSFER OF INTEREST	44
14.A.	TRANSFER BY THE FRANCHISOR	44
14.B.	FRANCHISEE MAY NOT TRANSFER WITHOUT FRANCHISOR APPROVAL	45
14.C.	CONDITIONS FOR APPROVAL OF TRANSFER	45
14.D.	DEATH OR DISABILITY OF FRANCHISEE OR AN OWNER	47
14.E.	TRANSFER TO WHOLLY OWNED CORPORATE ENTITY	48
14.F.	FRANCHISOR'S RIGHT OF FIRST REFUSAL	49
15.	RENEWAL OF FRANCHISE	49
15.A.	FRANCHISEE'S RIGHT TO RENEW	49
15.B.	CONDITIONS FOR RENEWAL	49
15.C.	RENEWAL FRANCHISE AGREEMENT	50
16.	DEFAULTS AND REMEDIES	51
16.A.	DEFAULTS BY FRANCHISEE AND TERMINATION BY FRANCHISOR	51
16.B.	TERMINATION BY FRANCHISEE	55
16.C.	FRANCHISOR'S ADDITIONAL RIGHTS, REMEDIES, AND DAMAGES	56
16.D.	GUARANTY	57
16.E.	NOTICE OF LEGAL PROCEEDINGS AGAINST FRANCHISOR	57
17.	OBLIGATIONS UPON TERMINATION OR EXPIRATION	58
17.A.	PAYMENT OF AMOUNTS OWED TO FRANCHISOR	58
17.B.	CEASE OPERATIONS AND PROTECTION OF THE SYSTEM	58
17.C.	CONTINUING OBLIGATIONS	60
18.	ENFORCEMENT AND CONSTRUCTION	60
18.A.	SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS	60
18.B.	WAIVER OF OBLIGATIONS	61
18.C.	FORCE MAJEURE	61
18.D.	SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF	61
18.E.	RIGHTS OF PARTIES ARE CUMULATIVE	62
18.F.	GOVERNING LAW	62
18.G.	NON-BINDING MEDIATION AND BINDING ARBITRATION	62
18.H.	VARIANCES AND DIFFERENT FORMS OF AGREEMENT	64
18.I.	LIMITATIONS OF CLAIMS	64
18.J.	WAIVER OF PUNITIVE DAMAGES AND LIMITATION OF DAMAGES	64
18.K.	WAIVER OF JURY TRIAL	64
18.L.	BINDING EFFECT	65
18.M.	COMPLETE AGREEMENT	65
18.N.	ATTORNEY FEES AND EXPENSES	65
18.O.	NO CLASS ACTION OR MULTI-PARTY ACTIONS	65
18.P.	ACCEPTANCE BY FRANCHISOR	65
18.Q.	OPPORTUNITY FOR REVIEW BY FRANCHISEE'S ADVISORS	65
18.R.	NO PERSONAL LIABILITY BY FRANCHISOR'S EMPLOYEES, OFFICERS AND/OR AUTHORIZED AGENTS	65
18.S.	NON-UNIFORM AGREEMENTS	66
18.T.	NO RIGHT TO OFFSET	66
18.U.	HEADINGS	66

18.V.	AUTHORITY TO EXECUTE AND BIND	66
18.W.	COUNTERPARTS, ELECTRONIC SIGNATURES, AND MULTIPLE COPIES	66
18.X.	JOINT AND SEVERAL LIABILITY	66
18.Y.	RECITALS.....	66
19.	NOTICES.....	66

SCHEDULES AND EXHIBITS

Schedule 1	Operating Territory Acknowledgment
Schedule 2	Franchise Fee Acknowledgment
Schedule 3	Statement of Franchisee's Owners
Exhibit 1	Owner and Spouse Agreement and Guaranty
Exhibit 2	Confidentiality Agreement
Exhibit 3	Assignment of Telephone Numbers and Digital Media Accounts
Exhibit 4	ACH Authorization Form
Exhibit 5	General Release



FRANCHISE AGREEMENT

This Franchise Agreement (the "Agreement") is entered into on _____ (the "Effective Date"), between Wild Bill's Soda Franchising, LLC a New Jersey limited liability company with a principal place of business located at 904 Marcon Boulevard, Suite 102, Allentown, Pennsylvania 18109 (the "Franchisor") and _____ (the "Franchisee").

RECITALS

Franchisor has developed a distinctive and proprietary system (the "System") for the development and operation of a mobile business that offers and provides tap served Wild Bill's branded craft beverages, canned beverages for on-site consumption, collectible mugs, and other services and products as designated by Franchisor (the "Approved Services and Products") from Wild Bill's branded mobile stands, under the Licensed Marks (defined below) (each business referred to as a "Franchised Business" or "Wild Bill's Business");

The System is identified by the Licensed Marks and trade dress, required service and product offerings, required operating processes and procedures, required equipment and supplies, and required marketing, advertising, and business development obligations and brand standards, all of which are part of the System and may be modified by Franchisor from time to time; and

Franchisee desires to obtain the license to develop and operate a Franchised Business in conformity with the System and within a designated operating territory pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties do hereby agree, as follows:

ARTICLE 1 **DEFINITIONS**

Supplementing the terms and definitions contained in the foregoing "Recitations", the terms listed below have the following additional meanings:

"Accounting Period" means the period of time selected and determined by Franchisor for the required measurement and reporting of financial information and payment of financial obligations by Franchisee. The applicable measurement period will be determined by Franchisor from time to time with respect to Franchisee's obligations to report financial information and data to Franchisor and Franchisee's payment of all fees and other obligations under this Agreement. The respective "Accounting Period" shall be those Franchisor designated times, whether, weekly, monthly, or otherwise, as designated by Franchisor, with all such Accounting Periods automatically commencing on the earlier of the (a) Scheduled Opening Date, or (b) the Actual Opening Date of the Franchised Business and, continuing, throughout the Term of this Agreement. Unless otherwise designated by Franchisor at any time, unless otherwise specified in this Agreement, the Accounting Period shall be a quarterly period for each and every calendar year quarter throughout the Term of this Agreement.

"Actual Opening Date" means the date upon which Franchisee first advertises, offers and/or provides services to the public concerning the Franchised Business.

"Additional Initial Training Fee" shall have the meaning defined and set forth in Article 4.A. of this Agreement.

"Additional Territory" refers to each and every Territory, if any, over and above the first Territory, and, together, constituting and comprising Franchisee's Operating Territory as specified in this Agreement.

“Administrative Offices” means the non-retail, back-end, administrative office and/or facilities from which a Wild Bill’s Business is managed. An Administrative Office may be comprised of, if permitted by law, a home based office, or a non-retail, non-public back-end office and/or facility for managing the operations of the Franchised Business and may include facilities for storing inventory and supplies, parking Service Vehicles, and staging on-site customer service visits.

“Advertising Contributions” means any and all obligations of Franchisee to contribute to and/or pay fees to Franchisor or Franchisor’s affiliate or designees as set forth in this Agreement including, but not limited to, the Brand Development Fund Fees set forth in Article 9.A. of this Agreement.

“Alternative Channels of Distribution” means retail and/or wholesale based sales and/or distribution outlets based on the world wide web, print catalogs, and mail order outlets.

“Ancillary Agreements” means, individually and collectively, each and every agreement between: (a) Franchisor and Franchisee but not including this Agreement; (b) Franchisor and each of Franchisee’s Owners, whether individually and/or collectively; and (c) Franchisor and each Spouse of Franchisee’s Owners, whether individually and/or collectively. Without limitation to the foregoing, the term Ancillary Agreements includes the Franchise Owner and Spouse Agreement and Guaranty and the Assignment of Telephone Numbers and Digital Media Accounts, as said agreements, individually and/or collectively, may have been entered into between the foregoing parties.

“Annual Conference Attendance Fee” means an annual conference attendance fee to be paid by Franchisee to Franchisor in an amount determined by Franchisor in an amount not exceeding \$1,000, per attendee per year.

“Annual Period” means each successive twelve-month period beginning on the Actual Opening Date or the Scheduled Opening Date, as applicable, and ending on December 31 of that same calendar year (“Year 1”), and thereafter, each successive calendar year (January 1 through December 31). The Year 1 Annual Period ends on December 31 of the calendar year in which the Actual Opening Date or Scheduled Opening Date occurs, and the Year 1 Minimum Annual Royalty Fee Requirement and Year 1 Qualified Beverage Purchase Requirement shall each be prorated based on the actual or scheduled commencement date, as applicable.

“Annual System Conference” means a conference that may be established and organized by Franchisor for the purpose of facilitating networking among Wild Bill’s Business franchisees, and general education. Franchisor shall designate and determine whether or not an Annual System Conference shall occur and, if one is established in any particular year, the dates, content and location of the Annual System Conference. The Annual System Conference shall be for a duration of not more than three consecutive days per calendar year. Franchisee is responsible for all costs and expenses associated with Franchisee’s travel to and attendance at the Annual System Conference.

“Approved Services and Products” shall have the meaning defined in the “Recitals” section of this Agreement and shall further refer to and mean refers to and means those products and services that Franchisor authorizes for sale by Wild Bill’s Businesses. Franchisor shall exclusively designate and determine the Approved Services and Products and Franchisor, in Franchisor’s Reasonable Business Judgment, may change, modify, reduce or supplement the Approved Services and Products that must be offered and sold by the Franchised Business and those products and services that may not be sold by the Franchised Business. The Operations Manual, subject to changes that Franchisor may make from time to time and Franchisor’s right to change and modify the Approved Services and Products, shall designate the Approved Services and Products that must be offered and sold by the Franchised Business. The Franchised Business may only offer and sell the Approved Services and Products.

“Assigned Area” means the operating area, designated area and/or territory of current and future Wild Bill’s Businesses other than the Operating Territory of Franchisee’s Wild Bill’s Business. Franchisor shall exclusively determine Assigned Areas.

“Assignee Corporate Entity” shall have the meaning defined and set forth in Article 14.E. of this Agreement. ~~Franchise Agreement~~

“Assignment of Telephone Numbers and Digital Media Accounts” means the form of “Assignment of Telephone Numbers and Digital Media Accounts” agreement attached to this Agreement as Exhibit 3.

“Authorized Events” means the third-party venues and events where mobile food vending is featured that are authorized by us and located within Franchisee’s Operating Territory where Franchisee will offer and provide the Approved Services and Products from a Mobile Stand.

“Brand Development Fund” shall have the meaning defined and set forth in Article 9.A. of this Agreement.

“Brand Development Fund Fee” means the annual fee payable by Franchisee to Franchisor (or Franchisor's designee) for contribution to the Brand Development Fund, as set forth in Article 9.A. of this Agreement, in an amount determined based on the number of Territories comprising Franchisee's Operating Territory, subject to annual CPI-based increases as provided in Article 9.A.

“Business Management System” means the software, internet, web based and/or cloud based system or systems, point of sale system or systems and customer relationship management system or systems as same may be individually or collectively designated by Franchisor, in Franchisor's Reasonable Business Judgment, as being required for use by the Franchised Business, including, but not limited to, the day-to-day sales, ordering, operations and management of the Franchised Business. Franchisor reserves the right to modify and designate alternative Business Management Systems as Franchisor determines in Franchisor's Reasonable Business Judgment. At all times, Franchisor shall possess direct live access and storage based access to the Business Management System for the Franchised Business and to Franchisee's Business Management System Data.

“Business Management System Data” means the forms, data, tools, customer information and sales information that: (a) is pre-populated or entered into the Business Management System utilized by Franchisee; (b) is entered (whether by Franchisor or Franchisee) into the Business Management System utilized by Franchisee; and/or (c) is recorded, stored and/or maintained by the Business Management System in connection with the management and operations of Franchisee's Wild Bill's Business.

“Closed Market” means any and all Corporate Account customers that presently, or in the future, are located within Franchisee's Operating Territory.

“Competitive Business” means any business that (i) is the same as or similar to a Wild Bill's Business; and/or (ii) offers, sells, and/or provides mobile beverage concessions.

“Confidential Information” means all of our trade secrets, methods, techniques, procedures, data and information (as same may exist as of the Effective Date of this Agreement and as may be developed, modified and supplemented in the future) constituting and comprising: (a) methods, specifications, standards, policies, procedures, information, concepts, programs and systems relating to the development, establishment, marketing, promotion and operation of Wild Bill's Businesses; (b) information concerning consumer preferences for services, products, materials and supplies used or sold by, and specifications for and knowledge of suppliers of certain materials, equipment, products, supplies and procedures used and/or sold by Wild Bill's Businesses; (c) information concerning customers, customer lists, email lists, database lists, product sales, operating results, financial performance and other financial data of Wild Bill's Businesses; (d) customer lists and information related to Wild Bill's Businesses; (e) Business Management System Data; (f) current and future information contained in the Operations Manual; and (g) Know-How.

“Confidentiality Agreement” means the sample form of “Confidentiality Agreement” attached to this Agreement as Exhibit 2.

“Controlling Interest” shall exist for the following individuals, Owners, partners and/or entities: (a) (If Franchisee is a corporation) a controlling interest shall exist for such shareholders and Owners of the voting shares of stock of Franchisee as (i) shall permit voting control of Franchisee on any issue and/or (ii) shall prevent any other person, group, combination, or entity from blocking voting control on any issue or exercising any veto power; (b) (If Franchisee is a general partnership) a controlling interest shall exist for such partners and Owners that possess a managing partnership interest or such percentage of the general partnership interests in Franchisee as (i) shall permit determination of the outcome on any issue, and (ii) shall prevent any other person, group, combination, or entity from blocking voting control on any issue or exercising any veto power; (c) (If Franchisee is a limited partnership) a controlling interest shall exist for such partners and Owners that possess a general partnership interest; and (d) (If Franchisee is a limited liability company) a controlling interest shall exist for such members and Owners that possess a percentage of the membership interests as (i) shall permit determination of the outcome on any issue, and (ii) shall prevent any other person, group, combination or entity from blocking voting control on any issue or exercising any veto power.

“Copyrights” means all works and materials for which Franchisor or any affiliate of Franchisor has secured common law or registered copyright protection and Franchisor uses and/or allows franchisees to use in the operation of a Wild Bill's Business, whether as of the Effective Date of this Agreement or any time in the future.

“Corporate Accounts” means local, regional, and/or national agreements that Franchisor and/or Franchisor's affiliates enter into with local, regional, and/or national event operators, promoters, and venue managers — including regional and national fair and festival promoters, traveling carnival and event operators, stadium and arena operators,

theme park operators, multi-venue event management companies, and corporate event planning companies — that, directly or indirectly, offer, provide, and/or subcontract on behalf of their end-user customers services and products that are the same as or similar to the Approved Services and Products. Corporate Account agreements are negotiated and entered into exclusively by Franchisor, and all pricing, scheduling, and commercial terms applicable to Corporate Accounts are determined solely by Franchisor in Franchisor's Reasonable Business Judgment. Franchisees may be offered the opportunity to participate in Corporate Account engagements within their Operating Territory pursuant to a Service Order, as set forth in Article 3.K. of this Agreement.

"Corporate Entity" means a corporation, limited liability company, partnership or other corporate legal entity that is not an individual person.

"Customer Satisfaction Non-Compliance Event" means any circumstance and/or event whereby Franchisee's monthly customer satisfaction and/or approval ratings, as measured on a monthly basis by a reputation management and/or customer review platform designated or selected by Franchisor, fails to achieve an aggregate customer satisfaction and/or approval rating of not less than 4.5 stars out of 5 stars and/or a 90% positive satisfaction rating for any particular month.

"Customer Satisfaction Non-Compliance Fee" means a fee payable by Franchisee in an amount equal to not less than \$250 per month. If a Customer Satisfaction Non-Compliance Event(s) occurs or lasts for more than three consecutive months then Franchisor, in Franchisor's Reasonable Business Judgment, may increase the Customer Satisfaction Non-Compliance Fee to a monthly amount determined by Franchisor but not in excess of \$750 per month. The Customer Satisfaction Non-Compliance Fee is payable by Franchisee to Franchisor on demand by Franchisor.

"Customer Vouchers" means any and all gift cards, vouchers, receipts, cards and other evidence of a pre-paid purchase transaction or goods and/or services, and whether in electronic form, printed form, card or otherwise, concerning a Wild Bill's Business.

"Digital Media" means any interactive or static digital document, listing, directory, application, advertisement, link, metadata, or media that is transmitted within a closed or private network, or that is connected to, in communication with, and/or networked with computers, applications, or other devices linked by communications systems, data systems, a part of the world wide web including, traditional websites, web based applications, distributed databases, including, blockchain, software applications, smart phone applications, or social media platforms such as Facebook, LinkedIn, X, Pinterest, Instagram, SnapChat, TikTok, and YouTube, that refers, references, identifies, reviews, promotes and/or relates, in any way, to, a Wild Bill's Business, the Franchised Business, the Licensed Marks, the System and/or Franchisor. Digital Media includes the System Website, and all other media and/or publications relating to the System that is displayed and/or transmitted digitally.

"Direct Solicitation" means actively and personally marketing, promoting, or soliciting customers or potential customers located outside Franchisee's Operating Territory, including by door-to-door marketing, targeted digital advertising directed at audiences outside the Operating Territory, or direct mail campaigns targeted to addresses outside the Operating Territory. General, untargeted marketing that incidentally reaches persons outside the Operating Territory does not constitute Direct Solicitation.

"Due Date" shall have the meaning defined and set forth in Article 5.B. of this Agreement.

"Effective Date" shall be the date set forth and referred to in the first paragraph of this Agreement.

"First Renewal Term" means the five year period that commences on the expiration of the Term and continues for the five year period thereafter. The First Renewal Term shall apply only if Franchisee is entitled to invoke and does invoke Franchisee's renewal rights in accordance with the terms of this Agreement.

"First Territory" means the initial/first designated Territory comprising Franchisee's Operating Territory.

"Franchised Business" means the Wild Bill's Business that Franchisee shall develop and is required to establish, maintain and operate as part of the System and in accordance with the terms, conditions and obligations set forth in this Agreement and the Operations Manual. Without limitation to the foregoing, the Franchised Business shall be exclusively established, maintained, owned and operated by Franchisee within Franchisee's designated Operating Territory and in accordance with the terms of this Agreement. Shall have the same meaning as Franchisee's Wild Bill's Business.

"Franchisee's Administrative Office" means Franchisee's administrative office. If Franchisee elects to conduct the administrative operations of the Franchised Business from a home office, Franchisee may do so as long as it is

permitted by applicable laws and regulations.

“Franchisee’s Wild Bill’s Business” means the Wild Bill’s Business that Franchisee shall operate within the Operating Territory pursuant to the terms, conditions and obligations set forth in this Agreement. Shall have the same meaning as Franchised Business.

“Franchisor’s Reasonable Business Judgment” means, and relates to any and all decisions, actions and choices made by Franchisor concerning or relating to this Agreement, the System generally, Wild Bill’s Businesses and/or the Franchised Business where Franchisor undertakes or makes such decision with the intention of benefitting or acting in a way that could benefit the System. When making decisions and/or taking actions in Franchisor’s Reasonable Business Judgment, Franchisor may, in addition to all other rights afforded to Franchisor under this Agreement, consider factors, in whole or in part, that include: Franchisor’s profits; enhancing the value of the Licensed Marks; increasing customer satisfaction; minimizing potential customer confusion as to the Licensed Marks; determining Operating Territory markets; minimizing potential customer confusion as to the location of Wild Bill’s Businesses; expanding brand awareness of the Licensed Marks; implementing marketing and accounting control systems; and approving products, services, supplies and equipment. Franchisee agrees that when a decision, determination, action and/or choice is made by Franchisor in Franchisor’s Reasonable Business Judgment that such decision, determination, action or choice shall take precedence and prevail, even if other alternatives, determinations, actions and/or choices are reasonable or arguably available and/or preferable. Franchisee agrees that in connection with any decision, determination, action and/or choice made by Franchisor in Franchisor’s Reasonable Business Judgment that: (a) Franchisor possesses a legitimate interest in seeking to maximize Franchisor’s profits; (b) Franchisor shall not be required to consider Franchisee’s individual economic or business interests as compared to the overall System; and (c) should Franchisor economically benefit from such decision, determination, action and/or choice that such economic benefit to Franchisor shall not be relevant to demonstrating that Franchisor did not exercise reasonable business judgment with regard to Franchisor’s obligations under this Agreement and/or with regard to the System. Franchisee agrees that neither Franchisee and/or any third party, including, but not limited to, any third party acting as a trier of fact, shall substitute Franchisee’s or such third party’s judgment for Franchisor’s Reasonable Business Judgment. Franchisee further agrees that should Franchisee challenge Franchisor’s Reasonable Business Judgment in any legal proceeding that Franchisee possesses the burden of demonstrating, by clear and convincing evidence, that Franchisor failed to exercise Franchisor’s Reasonable Business Judgment.

“GAAP” refers to and means United States Generally Accepted Accounting Principles.

“Gross Sales” means the total dollar sales from all business and customers of the Franchised Business and includes the total gross amount of revenues, receipts, and sales from whatever source derived, whether in form of cash, credit, agreements to pay or other consideration including the actual retail value of any goods or services traded, borrowed, or received by Franchisee in exchange for any form of non-money consideration (whether or not payment is received at the time of the sale), from or derived by Franchisee or any other person or Corporate Entity from business conducted or which started in, on, from or through the Franchised Business and/or Operating Territory, whether such business is/was conducted in compliance with or in violation of the terms of this Agreement, and further includes all insurance proceeds, including without limitation business-interruption insurance proceeds and other payments or recoveries received by or on behalf of Franchisee that compensates for and/or relates to lost sales, damage to inventory or equipment, or other losses of the Franchised Business. Supplementing the foregoing, Gross Sales further includes the total gross amount of revenues and receipts, total compensation paid, directly or indirectly, by end-user customers and including fees, charges, and assessments charged by, paid through, and/or paid to Third-Party Delivery Platforms, and sales from whatever source derived from and/or derived by Franchisee (including any person and/or Corporate Entity acting on behalf of Franchisee) from business conducted within and/or outside the Operating Territory that is related to the Franchised Business and/or a Competitive Business located and/or operated within the Operating Territory, outside the Operating Territory, and/or otherwise (the foregoing does not constitute approval for Franchisee’s operation of a Competitive Business and/or the operation of a Wild Bill’s Business outside of the Operating Territory). Gross Sales do not include sales or use taxes collected by Franchisee and authorized promotional discounts that Franchisee provides to customers.

“Immediate Family Member” means the spouse of a person and any other member of the household of such person, including, without limitation, children, and grandchildren of such person. Immediate Family Member shall further refer to and mean the spouse, children, grandchildren, and other members of the household of each Franchisee, if Franchisee is an individual, or each Owner of Franchisee if Franchisee is a Corporate Entity.

“IP Claim” shall have the meaning defined and set forth in Article 11.E. of this Agreement.

“Know-How” means all of Franchisor’s trade secrets and proprietary information relating to the development, establishment, marketing, promotion and/or operation of a Wild Bill’s Business including, but not limited to, methods,

techniques, specifications, procedures, policies, marketing strategies and information reflected in, comprising or constituting a part of the System. Without limitation to the foregoing, Know-How shall further include information contained in the Operations Manual and the Confidential Information.

"Licensed Marks" means the trademarks, service marks, emblems and indicia of origin, including the "Wild Bill's" trademark, Wild Bill's logo, Trade Dress, and other trade names, service marks, trademarks, logos, slogans and designs authorized by Franchisor in connection with the identification of Wild Bill's Businesses and the Approved Services and Products, provided that such trade names, trademarks, service marks, logos and designs are subject to modification, replacement and discontinuance by Franchisor in Franchisor's Reasonable Business Judgment.

"Managers" means the Managing Owners plus all assistant managers of the Franchised Business and all other employees, independent contractors, consultants, directors and board members who may possess access to the Confidential Information.

"Managing Owner" means, if Franchisee is a partnership or corporation, the owner responsible for the day-to-day oversight, management and operation of the Franchised Business. Said individual must possess and maintain an ownership and/or equity interest in the Franchise such that said individual owns, holds and controls no less than 25% of the equity and ownership interests in the Franchisee. The Managing Owner, at all times, must participate (on a full time basis) in the day-to-day operations of the Franchised Business.

"Marketing Media" means all communications, whether written, oral, digital, or otherwise utilized for and/or designed for the purpose of marketing, advertising and/or promoting the Franchised Business including, but not limited to, Direct Solicitations, Digital Media, social media, print publications, print mailers, email communications and public relations.

"Media Distribution" shall have the meaning defined and set forth in Article 9.F. of this Agreement.

"Minimum Annual Royalty Fee Requirement" means the minimum annual Royalty Fee amount payable by Franchisee to Franchisor for each Annual Period, as determined based on the number of Territories comprising Franchisee's Operating Territory and the applicable Year, as set forth in the schedule contained in Article 5.B. of this Agreement. The Minimum Annual Royalty Fee Requirement is subject to reduction by the Royalty Fee Discount as provided in Article 5.B. of this Agreement.

"Mobile Stand(s)" means the Wild Bill's branded mobile stands designated and authorized by us from which Franchisee will offer and provide the Approved Services and Products. The Mobile Stand is the primary branded operational asset of the Wild Bill's Business and is the visible, customer-facing unit through which Approved Services and Products are offered and sold. The Service Vehicle serves as a support and transport mechanism for the Mobile Stand and is not independently a branded component of the Wild Bill's System.

"Mobile Stand(s) De-Identification Fee" shall have the meaning defined and set forth in Article 17.B. of this Agreement.

"Operating Manager" means the Manager designated by Franchisee or Franchisee's Managing Owner, that is charged with the obligation and responsibility to supervise and manage the day-to-day operations of the Franchised Business. At all times, the Operating Manager must: (a) meet all of Franchisor's minimum training and brand quality control standards and criteria for managers as may be set forth in the Operations Manual; (b) successfully complete Franchisor's Training Program; (c) sign the Confidentiality Agreement; and (d) agree, in writing, to assume responsibility for the on-site management and supervision of the Franchised Business.

"Operating Territory" shall have the meaning defined and set forth in Article 2.A. of this Agreement.

"Operations Manual" means, individually and collectively, the manual(s) designated by Franchisor and relating to the development and/or operations of Wild Bill's Businesses including, but not limited to, the policies, procedures and requirements for the development and operation of Wild Bill's Businesses. The Operations Manual may consist of one or more volumes, handbooks, manuals, written materials, videos, electronic media files, cloud/internet based list-service, intranet, internet based and accessed databases, computer media, email, webinars and other materials as may be modified, added to, replaced or supplemented by Franchisor from time to time in Franchisor's Reasonable Business Judgment, whether by way of supplements, replacement pages, franchise bulletins, or other official pronouncements or means. Subject to Franchisor's modification from time to time and based on Franchisor's Reasonable Business Judgment, the Operations Manual shall, among other things, designate the Approved Services and Products that must be offered and provided by the Franchised Business and the System Supplies that must be exclusively utilized by the Wild Bill's Business. Only Approved Services and Products may be offered and sold by the Franchised Business. Only System Supplies may be utilized by Franchisee in the operations of the Franchised

Business.

"Operations Manual Replacement Fee" shall have the meaning defined and set forth Article 5.D. of this Agreement.

"Operations Non-Compliance Fee" shall have the meaning defined and set forth in Article 7.J. of this Agreement.

"Operations Violation" shall have the meaning defined and set forth in Article 7.J. of this Agreement.

"Out-of-Territory Event" means any operation of the Franchised Business at a location physically situated outside of Franchisee's Operating Territory — whether at a public event, festival, fair, carnival, private event, corporate engagement, or any other venue or occasion — that has been expressly authorized by Franchisor in writing prior to commencement. For the avoidance of doubt, operation of the Franchised Business within the Assigned Area of another Wild Bill's franchisee is strictly prohibited without the express prior written consent of both Franchisor and the applicable franchisee.

"Out-of-Territory Event Royalty" means the royalty fee payable by Franchisee to Franchisor on all Gross Sales generated from any Out-of-Territory Event, at a rate pre-negotiated and designated by Franchisor in writing prior to commencement of that Out-of-Territory Event, not to exceed fifteen percent (15%) of such Gross Sales. The Out-of-Territory Event Royalty is separate from and in addition to the Minimum Annual Royalty Fee Requirement and is not subject to reduction by the Royalty Fee Discount.

"Owner" means collectively, individually and jointly: (a) the officers and directors of Franchisee (including the officers and directors of any general partner of Franchisee) who hold an ownership interest in Franchisee; (b) the managing member or manager of Franchisee, if franchisee is a limited liability company; (c) all holders of a 5% or more direct or indirect ownership interest in Franchisee and/or of any entity directly or indirectly controlling Franchisee; and (d) the Managing Owner(s). Franchisee's Owners are identified in Schedule 3 to this Agreement.

"Owner and Spouse Agreement and Guaranty" means the form of agreement attached to this Agreement as Exhibit 1. The Owner and Spouse Agreement and Guaranty is an agreement and guarantee made by the Owners and Spouses of Franchisee and is entered into in their respective individual and personal capacities.

"Payment Non-Compliance Fee" shall have the meaning defined and set forth in Article 5.E. of this Agreement.

"Population" means a population of people. The number of people within Franchisee's Operating Territory will be determined by Franchisor in Franchisor's Reasonable Business Judgment based on the most recent published data available to Franchisor through the U.S. Census Bureau or other data that Franchisor believes to be more reliable. The number of people will be determined in the aggregate and calculated based on raw data and without regard to demographics, age or other qualifying factors. All determinations shall be based upon data existing as of or prior to the Effective Date of this Agreement.

"Post-Term Restricted Period" means the 24 month period after the earliest to occur of the following: (a) the expiration or termination of this Agreement for any reason; or (b) the date on which Franchisee assigns the Franchise Agreement to another person and/or Corporate Entity. Provided however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the "Post-Term Restricted Period" means the 18 month period after the earliest to occur of the following: (i) the expiration or termination of this Agreement for any reason; or (ii) the date on which Franchisee assigns the Franchise Agreement to another person and/or Corporate Entity.

"Prohibited Activities" shall have the meaning defined and set forth in Article 6.D. of this Agreement.

"Published Content" means any and all information, data, articles, press releases, digital content, special offers, product information, service information, web posts, videos and other information relating to and/or concerning the Franchised Business, the System, and/or the Licensed Marks that is or was made available by Franchisee and/or Franchisee's agents to the public in print and/or electronic format and/or published, listed, made available, uploaded on, downloaded to and/or posted to Digital Media.

"Qualified Beverage Purchase Requirements" means the minimum annual dollar amount of Qualified Beverage Purchases that Franchisee is required to make from and pay to Franchisor during each Annual Period, as determined based on the number of Territories comprising Franchisee's Operating Territory and the applicable Year, in accordance with the schedule set forth in Article 5.B. of this Agreement.

"Qualified Beverage Purchases" means purchases of (a) soda syrups, (b) canned soda, and (c) reusable mugs, in

each case as designated by Franchisor from time to time, purchased by Franchisee from and paid by Franchisee to Franchisor during an applicable Annual Period. Qualified Beverage Purchases are calculated in United States Dollars based solely on amounts timely paid by Franchisee to Franchisor, excluding applicable sales or use taxes, delivery, shipping, and handling charges, and any credits, rebates, refunds, or chargebacks. Qualified Beverage Purchases may not be carried over from one Annual Period to another or from any other period.

“Renewal Ancillary Agreements” means Franchisor’s then current individual guaranty agreement and other agreements ancillary to the Renewal Franchise Agreement that Franchisee’s Owners and their Spouses, respectively, must agree to, sign and deliver to Franchisor within 30 days of the date of delivery by Franchisor to Franchisee.

“Renewal Fee” shall have the meaning defined and set forth in Article 15.A. of this Agreement. The Renewal Fee is a fixed sum equal to the greater of: (i) 15% of the then current initial franchise fee, or (ii) \$6,000.

“Renewal Franchise Agreement” means Franchisor’s then current form Franchise Agreement for the Renewal Term that Franchisee must agree to, sign, and deliver to Franchisor within 30 days of the date of delivery by Franchisor to Franchisee, along with payment of the Renewal Fee.

“Renewal Notice” shall have the meaning defined and set forth in Article 15.B.

“Renewal Term” shall have the meaning defined and set forth in Article 15.A.

“Reporting Non-Compliance Fee” shall have the meaning defined and set forth in Article 12.C. of this Agreement.

“Reporting Violation” shall have the meaning defined and set forth in Article 12.C. of this Agreement.

“Reputation Management Services” means the customer review, customer review monitoring and/or reporting services and/or reputation management services designated by Franchisor. Franchisor, in Franchisor’s Reasonable Business Judgement, shall exclusively select the Reputation Management Services to be used by Franchisee and to determine and select the websites, social media sites, reporting services, surveys, and service platforms to be included in any evaluation and/or determination of Franchisee’s monthly customer satisfaction and approval ratings.

“Restricted Territory” means the entire geographic area within and comprising: (a) Franchisee’s Operating Territory; (b) a 25 mile radius surrounding Franchisee’s Operating Territory; and (c) all other operating territories for Wild Bill’s Businesses that are operated and/or under development by Franchisor or other Wild Bill’s Business franchisees as of the Effective Date of this Agreement and those that are in operation during all or any part of the Post-Term Restricted Period. However, if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the “Restricted Territory” means the geographic area within and comprising Franchisee’s Operating Territory plus a 25 mile radius surrounding Franchisee’s Operating Territory.

“Royalty and Activity Report” shall have the meaning defined and set forth in Article 5.B. of this Agreement.

“Royalty Fee” shall have the meaning defined and set forth in Article 5.B. of this Agreement.

“Royalty Fee Discount” means the annual discount applied by Franchisor to Franchisee’s Royalty Fee (excluding any portion of the Royalty Fee attributable to Out-of-Territory Events) on a pro rata basis based on Franchisee’s satisfaction of the Qualified Beverage Purchase Requirements during the applicable Annual Period, as further described in Article 5.B. of this Agreement.

“Scheduled Opening Date” means the day that occurs 180 days immediately following the Effective Date of this Agreement.

“Second Renewal Term” means the five year period that commences on the expiration of the First Renewal Term and continues for the five year period thereafter. The Second Renewal Term shall apply only if Franchisee is entitled to invoke and does invoke Franchisee’s renewal rights in accordance with the terms of this Agreement.

“Service Vehicle(s)” means the Franchisor approved commercial vehicle(s) to be acquired, leased, maintained and operated by Wild Bill’s Business franchisees in connection with the day to day operations of a Wild Bill’s Business. Franchisee’s Service Vehicle(s) must be dedicated to the day to day operations of the Franchised Business, must be approved by Franchisor, and must meet Franchisor’s specifications as to vehicle models, vehicle age, vehicle type, interior configuration and capability, signs, and exterior vehicle wrap.

“Spouse” means the legal spouse of an Owner.

“Supplemental Training” shall have the meaning defined and set forth in Article 4.A. of this Agreement.

“Supplemental Training Fee” shall have the meaning defined and set forth in Article 4.A. of this Agreement.

“System” shall have the meaning defined in the “Recitals” section of this Agreement and is further supplemented, as follows: (a) the Approved Services and Products, System Supplies and the services, procedures and systems that are designated by Franchisor, whether presently or in the future, for use in connection with the development, establishment, marketing, promotion and operation of a Wild Bill’s Business; (b) the Licensed Marks; (c) the Trade Dress; (d) Copyrights, (e) other trade names, service marks, signs, and logos, copyrights and trade dress that is designated by Franchisor, whether presently or in the future, for use in connection with the development, establishment, marketing, promotion and operation of a Wild Bill’s Business; (f) Operations Manual; (g) Business Management System Data; (h) Know-How; (i) Confidential Information; and (j) Digital Media. All determinations as to the system including components to the system and modifications and replacements thereto shall be determined by Franchisor in Franchisor’s Reasonable Business Judgment.

“System Supplies” means the equipment and supplies designated by Franchisor as required for use in connection with Franchisee’s Wild Bill’s Business and the Approved Services and Products. Without limitation to the foregoing, the System Supplies shall include System branded, non-branded and third party branded equipment and supplies designated by Franchisor for use in the day-to-day operations of Franchisee’s Wild Bill’s Business including, among other things: Mobile Stands, beverage syrups, beverage mixes, canned beverages, collectible mugs, mugs, cups, taps, Customer Vouchers, installation kits, uniforms, and other products designated by Franchisor in the Operations Manual and/or otherwise in writing and, as may be modified and supplemented by Franchisor from time to time in Franchisor’s Reasonable Business Judgment. System Supplies shall further include those products that Franchisor authorizes for sale to customers of Franchisee’s Wild Bill’s Business.

“System Website” means the web page and pages located on the world wide web at the www.wildbillssoda.com domain and shall further include all webpages and subdomains including, those that are franchisee and/or geography specific, that are a part of www.wildbillssoda.com, or as designated by Franchisor being associated with the URL of www.wildbillssoda.com and/or Wild Bill’s Businesses.

“Technology Fee” shall have the meaning defined and set forth in Article 5.C. of this Agreement.

“Term” means the period of time set forth and defined in Article 2.B. of this Agreement and the applicable Renewal Term, if any, if Franchisee invokes Franchisee’s renewal rights in accordance with the terms of this Agreement.

“Territory” means a geographic area, as determined and designated by Franchisor in Franchisor’s Reasonable Business Judgment.

“Territory Encroachment Fee” shall have the meaning defined and set forth in Article 5.D. of this Agreement.

“Trade Dress” means the Wild Bill’s Business designs, images, marketing materials, packaging, branding and/or branding images which Franchisor authorizes and requires Franchisee to use in connection with the operation of the Franchised Business and as may be revised and further developed by Franchisor from time to time.

“Training Program” shall have the meaning defined and set forth in Article 4.A. of this Agreement.

“Transfer” means and shall include, without limitation, the following, whether voluntary or involuntary, conditional or unconditional, and/or direct or indirect: (a) an assignment, sale, gift, transfer, pledge or sub-franchise; (b) the grant of a mortgage, charge, lien or security interest, including, without limitation, the grant of a collateral assignment; (c) a merger, consolidation, exchange of shares or other ownership interests, issuance of additional ownership interests or securities representing or potentially representing ownership interests, or redemption of ownership interests; (d) a sale or exchange of voting interests or securities convertible to voting interests, or an agreement granting the right to exercise or control the exercise of the voting rights of any holder of ownership interests or to control the operations or affairs of Franchisee; and/or (e) the legal and/or equitable transfer and/or sale of an Owner’s interests and/or voting rights in Franchisee.

“Transfer Fee” shall have the meaning defined in Article 14.C.(11) of this Agreement. The Transfer Fee is a fixed sum equal to the greater of: (i) 25% of the then current initial franchise fee, or (ii) \$10,000.

“Unauthorized Out-of-Territory Event” means any operation of the Franchised Business at a location physically situated outside of Franchisee’s Operating Territory that has not been expressly authorized by Franchisor in writing

prior to commencement, including any operation within the Assigned Area of another Wild Bill's franchisee without the requisite written consents. An Unauthorized Out-of-Territory Event is subject to the Unauthorized Out-of-Territory Event Surcharge set forth in Article 5.B. and the Territory Encroachment Fee set forth in Article 5.D., in addition to all other remedies available to Franchisor under this Agreement.

"Wild Bill's Business(es)" means any business or businesses owned and/or operated by Franchisor, Franchisor's affiliates or an authorized franchisee that utilizes or is required to utilize the System and Licensed Marks.

ARTICLE 2 **GRANT OF FRANCHISE**

2.A. GRANT OF FRANCHISE

Franchisee has requested that Franchisor grant to Franchisee the non-exclusive license and right to develop, own and operate a Wild Bill's Business within a specified territory. In reliance on the representations made by Franchisee and/or Franchisee's Owners in any submitted application and during the application process and subject to the terms and conditions of this Agreement, Franchisee's request has been approved by Franchisor, subject to the following terms and conditions:

(1) During the Term of this Agreement and subject to the rights of Franchisor including, but not limited to, the Reserved Rights, Franchisor grants to Franchisee and Franchisee accepts, the non-exclusive license, right and obligation to develop and operate a Wild Bill's Business within the operating territory designated and set forth in Schedule 1 of this Agreement (the "Operating Territory"). If Schedule 1 does not specifically identify and designate an Operating Territory, and/or if Schedule 1 is not signed by Franchisor, the Operating Territory shall be determined by Franchisor in Franchisor's Reasonable Business Judgment;

(2) The Operating Territory shall be comprised of a Territory and if, at the time of signing this Agreement, Franchisor and Franchisee agree to supplement the size of Franchisee's Operating Territory by adding an Additional Territory or Additional Territories, the Additional Territory or Additional Territories shall be included within the Operating Territory identified in Schedule 1 and shall be quantified in Schedule 2 for purposes of calculating the Initial Franchise Fee and other obligations under this Agreement;

(3) Franchisee's Administrative Office must be located within the Operating Territory and be approved by Franchisor;

(4) Franchisee may only operate the Franchised Business within Franchisee's Operating Territory and, without limitation to the foregoing, Franchisee may only offer and sell the Approved Services and Products within Franchisee's Operating Territory from Franchisor designated and authorized Service Vehicles and Mobile Stands, the System standards designated by Franchisor, and in accordance with the requirements designated by Franchisor in the Operations Manual;

(5) Except as otherwise provided in this Agreement including, but not limited to, the Reserved Rights and Closed Markets, provided that, at all times, Franchisee is and remains in compliance with the terms of this Agreement, during the Term of this Agreement, Franchisor will not and Franchisor's affiliates will not operate, or grant a franchisee the right to operate a Wild Bill's Business using the Licensed Marks and System within Franchisee's Operating Territory, provided that an Operating Territory has been designated and approved by Franchisor in accordance with the terms of this Agreement; and

(6) The foregoing rights granted in this Article 2.A. are subject to and contingent upon each and every, term and condition of this Agreement, the rights of any prior user, and are non-exclusive and subordinate to the Reserved Rights.

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2.B. TERM

Unless sooner terminated pursuant to the terms of this Agreement, the term of this Agreement will be for a period of five consecutive years, commencing from the Effective Date (the "Term").

2.C. GUARANTY, CONFIDENTIALITY AND RESTRICTIVE COVENANTS

If Franchisee is, at any time, a Corporate Entity, Franchisee agrees that each Owner and their respective Spouse shall execute, sign and deliver to Franchisor the Franchise Owner and Spouse Agreement and Guaranty attached to this Agreement as Exhibit 1 and, in doing so, among other things, will individually, jointly, and severally, guarantee Franchisee's 2025—

~~retail prices; advertising specific retail prices for some or all products or services sold by the Franchised Business, which prices Franchisee will be compelled to observe; engaging in marketing, promotional and related campaigns which Franchisee must participate in and which may directly or indirectly impact Franchisee's retail prices (such as "buy one, get one free"); and, otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices which the Franchised Business may charge the public for the products and services it offers. Franchisor may engage in any such activity either periodically or throughout the term of this Agreement. Further, Franchisor may engage in such activity only in certain geographic areas (cities, states, regions) and not others, or with regard to certain subsets of franchisees and not others. Franchisee acknowledges and agrees that any maximum, minimum or other prices Franchisor prescribes or suggests may or may not optimize the revenues or profitability of the Franchised Business and Franchisee irrevocably waives any and all claims arising from or related to Franchisor's prescription or suggestion of the Franchised Business's retail prices.—~~

~~14. **Pending Actions.**—Franchisee shall notify Franchisor, in writing, within five (5) days of the commencement of any action, suit or proceeding and of the issuance of any order, suit or proceeding of any court, agency or other governmental instrumentality which may adversely affect the operation or financial condition of Franchisee or the Franchised Business.—~~

~~7. **ACKNOWLEDGMENTS OF FRANCHISEE.—**~~

~~7.1. **Independent Contractor Status.** Franchisee is an independent contractor, responsible for full control over the management and daily operation of the Franchised Business, and neither Franchisor nor Franchisee is the agent, principal, partner, employee, employer or joint venturer of the other. Franchisee shall not act or represent itself, directly or by implication, as an agent, partner, employee or joint venturer of Franchisor, nor shall Franchisee incur any obligation on behalf of or in the name of Franchisor. Franchisee shall identify itself as an independent owner and operator and shall identify the Franchised Business as an independently owned and operated business, in all dealings with customers, suppliers, public officials, employees and others.—~~

~~7.2. **Indemnification.** Franchisee shall defend, indemnify and hold Franchisor, its parent, predecessors and any of its affiliates, and their respective officers, directors, managers, members, partners, shareholders, independent contractors and employees (the "Indemnified Parties") harmless from all fines, suits, proceedings, claims, demands, liabilities, injuries, damages, expenses, obligations or actions of any kind (including costs and reasonable attorneys' fees) arising in whole or in part from Franchisee's ownership, operation or occupation of the Franchised Business, performance or breach of its obligations under this Agreement, breach of any warranty or representation in this Agreement or from the acts or omissions of Franchisee, its employees or agents, including its advertising, of the Franchised Business, except as otherwise provided in this Agreement. Franchisor and any Indemnified Party shall promptly give Franchisee written notice of any claim for indemnification under this Section 7.2. Any failure to give the notice shall not relieve Franchisee of any liability under this Agreement except to the extent the failure or delay causes actual material prejudice. Franchisor shall have the right to control all litigation, and defend and/or settle any claim against Franchisor or other Indemnified Parties, in any manner Franchisor deems appropriate. Franchisor may also retain its own counsel to represent Franchisor or other Indemnified Parties and Franchisee shall either advance or reimburse Franchisor's costs, at Franchisor's discretion. Franchisor's exercise of this control over the litigation shall not affect its rights to indemnification under this Section 7.2. Franchisee may not consent to the entry of judgment with respect to, or otherwise settle, an indemnified claim without the prior written consent of the applicable—~~

~~Wild Bill's—
Franchise Agreement 2025—~~

~~Indemnified Parties. Franchisor and the other Indemnified Parties do not have to seek recovery from third parties or otherwise attempt to mitigate losses to maintain a claim to indemnification under this Section 7.2. The provisions of this Section 7.2 shall survive the termination or expiration of this Agreement.~~

~~7.3. **Payment of Debts.** Franchisee understands that it alone, and not Franchisor, is responsible for: (i) selecting, retaining and paying its employees; (ii) the payment of all invoices for the purchase of inventory and goods and services for use in the Franchised Business; and (iii) determining whether, and on what terms, to obtain any financing or credit which Franchisee deems advisable or necessary for the conduct of the Franchised Business.~~

~~7.4. **Noncompetition.**~~

~~7.4.1. **During the Term of This Agreement.** During the term of this Agreement, neither Franchisee, nor its equity owners shall, directly or indirectly, for itself himself or herself (as the case may be) or through, on behalf of, or in conjunction with any other person, partnership or corporation own, maintain, engage in, be employed by, or have any interest in any other business which directly or indirectly have any interest in any other business which derives more than 20% of its revenue from soda, beverages, mugs or other products offered by a Franchised Business (whether through a mobile unit or a retail location) (a "Competing Business"); provided, however, that this Section shall not apply to Franchisee's operation of any other System Wild Bill's business being operated pursuant to a current franchise agreement.~~

~~During the term of this Agreement, neither Franchisee, nor its equity owners shall, directly or indirectly, for itself, himself or herself (as the case may be), or through, on behalf of, or in conjunction with any other person, partnership or corporation, solicit business from customers of Franchisee's Business for any other business purpose.~~

~~During the term of this Agreement, neither Franchisee, nor its equity owners shall, directly or indirectly, for itself, himself or herself (as the case may be), or through, on behalf of, or in conjunction with any other person, partnership or corporation own, maintain, engage in, be employed by, or have any interest in any company which grants franchises or licenses for any business competing in whole, or in part, with Franchisor.~~

~~7.4.2. **After the Term of This Agreement.** For a period of 2 years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its equity owners shall, directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person, partnership or corporation own, maintain, engage in, be employed by, or have any interest in any other Competing Business within a radius of 50 miles as the crow flies of the Territory, or any other System Wild Bill's business's territories as of the date of expiration and nonrenewal, transfer or termination of this Agreement; provided, however, Franchisee may continue to operate any other System Wild Bill's business for which Franchisee and Franchisor have a current franchise agreement.~~

~~During the Term and for a period of 2 years (or the maximum period allowed by law) after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its equity owners shall, directly or indirectly, for itself, himself or herself (as the case may be) or through, on behalf of, or in conjunction with any other person, partnership or corporation solicit~~

~~Wild Bill's—
Franchise Agreement 2025—~~

~~business from customers of Franchisee's former Wild Bill's business for any other business purpose nor solicit any employee of Franchisor or any other System franchisee to discontinue his or her employment.~~

~~During the Term and for a period of 2 years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, nor its equity owners shall, directly or indirectly, for itself, himself or herself (as the case may be) or through, on behalf of, or in conjunction with any other person, partnership or corporation own, maintain, engage in, be employed by, or have any interest in any company which grants franchises or licenses for any business competing in whole or in part with Franchisor.~~

~~**7.4.3. Intent and Enforcement.** It is the intent of the parties that the provisions of this Section 7.4 shall, to the fullest extent permissible under applicable law, be judicially enforced. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, or length of time, but would be enforceable if modified, Franchisor and Franchisee agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the validity of the covenant. Accordingly, any reduction in scope or modification of any part of the noncompetition provisions contained in this Agreement shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section 7.4 by Franchisee, any of its equity owners or any member of the immediate family of Franchisee, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. In the event of the actual or threatened breach of this Section 7.4, Franchisor's harm shall be irreparable and Franchisor shall have no adequate remedy at law to prevent the harm. Franchisee acknowledges and agrees on its own behalf and on behalf of the persons who are liable under Section 7.4.2 that each has previously worked or been gainfully employed in other fields and that the provisions of Section 7.4.2 in no way prevents any of these persons from earning a living. Franchisee further acknowledges and agrees that the TIME PERIOD RELATED TO THE provisions of Section 7.4.2 shall be tolled during any default.~~

~~**7.4.4. Employees.** Franchisee shall require its employees to execute a confidentiality agreement containing provisions acceptable to Franchisor. A current copy of an agreement deemed acceptable is set forth in the Confidentiality Agreement attached as Exhibit 4.~~

~~**7.4.5. Publicly-Owned Entity.** This Section 7.4 shall not apply to any ownership by Franchisee or any other person subject to Section 7.4 of a beneficial interest of less than 5% in the outstanding securities or partnership interests in any publicly held entity.~~

~~**7.4.6. Non-Disparagement.** During the term of this Agreement and after its expiration or termination (for any reason), Franchisee agrees not to (and to use its best efforts to cause its shareholders, members, officers, directors, principals, agents, partners, employees, representatives, spouses, affiliates, successors and assigns not to) disparage or otherwise speak or write negatively, directly, or indirectly, of Franchisor, its affiliates, parent, owners, directors, members, employees, representatives, the System, the Franchised Business, any franchisee of Wild Bill's, any business using the Proprietary Marks, or take any action which would subject the System and System business to ridicule, scandal, reproach, scorn, or indignity, or which would negatively impact the goodwill of Franchisor, the System or System businesses.~~

~~**7.5. Telephone.** Franchisee shall obtain at its own expense a new telephone number and listing, to be listed under the Franchised Business name and not under Franchisee's corporate,~~

~~Wild Bill's—
Franchise Agreement 2025—~~

partnership, or individual name, to be used exclusively in connection with Franchisee's operation of the Franchised Business. Upon the expiration and nonrenewal, transfer or termination of this Agreement for any reason, Franchisee shall terminate its use of such telephone number and listing and assign same to Franchisor or its designee. The Franchised Business shall be serviced by a suitable telephone system approved by Franchisor. Franchisee shall answer the telephone in the manner set forth by Franchisor in the Confidential Operations Manual.—

7.6. Insurance. At all times during the term of this Agreement and at its own expense, Franchisee shall obtain and keep in force at a minimum the insurance required by Franchisor in the Confidential Operations Manual or otherwise. If any event contract requires Franchisee to purchase insurance with higher limits than those limits Franchisor requires, the event requirements will control. All insurance policies shall contain a separate endorsement naming Franchisor, its officers, directors, managers, members, limited partners, general partners, shareholders, independent contractors and employees as additional insureds, and shall expressly provide that any interest of an additional insured shall not be affected by Franchisee's breach of any policy provisions or any negligence on the part of an additional insured. All policies shall also include a waiver of subrogation in favor of the additional insureds. All policies shall be written by an insurance carrier accepted in writing by Franchisor. Franchisor's acceptance of an insurance carrier does not constitute Franchisor's representation or guarantee that the insurance carrier shall remain a going concern or capable of meeting claim demands during the term of the insurance policy. No insurance policy shall be subject to cancellation, termination, nonrenewal or material modification, except upon at least 30 days' prior written notice from the insurance carrier to Franchisor. Upon Franchisor's request, Franchisee shall provide Franchisor with a currently issued certificate of insurance or policy evidencing coverage in conformity with the provisions of this Section. If Franchisee fails to comply with at least the minimum insurance requirements set forth by Franchisor, Franchisor may obtain the insurance and keep the insurance in force and effect and Franchisee shall pay Franchisor, on demand, the cost of the premium cost and the administrative costs to Franchisor in connection with obtaining the insurance which are currently \$1,000 and may be increased by an amount of up to 10% per calendar year. Franchisor may increase or otherwise modify the minimum insurance requirements upon 30 days' prior written notice to Franchisee, and Franchisee shall comply with any such modification. Franchisee's obligation to obtain the required policies in the amounts specified is not limited in any way by any insurance Franchisor maintains. Franchisee's obligation to maintain the insurance does not relieve Franchisee of any liability under the indemnity provisions of Section 7.2.—

7.7. Publicity. Franchisee shall permit Franchisor or its designee, at Franchisor's expense, to enter the Wild Bill's mobile stand, both interior and exterior, for the purpose of taking or making photographs, slides, drawings, or other such images ("pictures") of the Franchised Business. Franchisee agrees that Franchisor may use the pictures for publicity and other legal purposes without any remuneration to Franchisee in connection with the use of the pictures.—

7.8. Distribution. Franchisor or its parent or affiliates may distribute products identified by the Proprietary Marks or other marks owned or licensed by Franchisor or its parent or affiliates through any distribution method which periodically may be established or licensed by Franchisor or its parent or affiliates and may franchise or license others to do so, except as otherwise set forth in this Agreement.—

8. SALE OR TRANSFER—

8.1. Consent to Transfer. Franchisee's rights under this Agreement are personal, and if—

Wild Bill's—
Franchise Agreement 2025—

~~Franchisee is an individual, Franchisee shall not change, sell, transfer, assign or encumber his/her/their percentage of ownership interest in this Agreement or the Franchised Business, without the prior written consent of Franchisor. Any unauthorized transfer by Franchisee shall constitute a material breach of the Agreement and shall be voidable by Franchisor. If Franchisee is an entity, Section 8.3 shall govern.—~~

~~8.2. **Death or Disability.** In the event of the death, disability or incapacity of any individual Franchisee or officer or director or member of an incorporated Franchisee or limited liability company or partner of a partnership Franchisee, should the decedent's or disabled or incapacitated person's executor, heir or legal representative, or the business entity, as the case may be, wish to continue as Franchisee under this Agreement, such person shall apply for Franchisor's consent, execute the then current franchise agreement, and complete the training program to Franchisor's satisfaction, as applicable, as in any other case of a proposed transfer of Franchisee's interest in this Agreement. Such assignment by operation of law shall not be deemed in violation of this Agreement, provided the heirs or legatees or business entity meet the conditions imposed by this Agreement and are acceptable to Franchisor.—~~

~~If Franchisee is a business entity, this Agreement shall continue in effect upon the death of the largest equity owner, provided that the active management of the business entity shall remain stable and reasonably satisfactory to Franchisor in its sole discretion.—~~

~~Franchisee's executor, heir or legal representative shall have 180 days from the date of death, disability or incapacity to execute Franchisor's then current franchise agreement or transfer the franchise rights and business upon the terms and conditions set forth in this Agreement (except that the term shall be the balance of Franchisee's term). At the conclusion of the balance of the term, the new franchisee may exercise any or all of the then applicable renewal rights.—~~

~~In the event of Franchisee's death or disability, in order to prevent an interruption in the operation of the franchise business which would cause harm to the Franchise Business and thereby depreciate its value, Franchisee may, at its election, operate the Franchised Business for so long as Franchisor deems necessary and practical, and without waiver of any other rights or remedies Franchisor may have under this Agreement if, in the sole judgment of Franchisor, Franchisor deems Franchisee (or its representative) incapable of operating the Franchise Business.—~~

~~Franchisor shall keep in a separate account for the benefit of Franchisee all moneys generated by the operation of Franchisee's business, less the expenses of the Franchise Business, including Franchisor's then current management fee, which fee is currently 10% of Gross Revenue and may be increased up to 10% each calendar year. In the event of the temporary operation of the Franchised Business by Franchisor, Franchisee agrees to hold harmless Franchisor and Franchisor's representatives for all actions occurring during the course of the temporary operation. Franchisor shall not, by exercising its management rights hereunder, assume any of the liabilities of Franchisee.—~~

~~8.3. **Entity Ownership Changes.** A transfer requiring the prior written consent of Franchisor shall be deemed to occur upon any sale, transfer, assignment or encumbrance of any of Franchisee's interest in this Agreement or the Franchised Business. Additionally, a transfer requiring consent shall also be deemed to occur: (i) if Franchisee is a corporation or limited liability company, upon any change, assignment, sale, pledge or transfer of any of the voting stock or membership interests of Franchisee including any ownership restructuring of Franchisee or of any owners of Franchisee; or (ii) if Franchisee is a partnership, upon the change, assignment, sale, pledge or transfer of any partnership ownership, including an ownership restructuring of Franchisee or of any owners of Franchisee. Franchisee shall~~

~~Wild Bill's—
Franchise Agreement 2025—~~

~~notify Franchisor of any change in stock ownership, membership interests or partnership ownership interests in Franchisee while this Agreement is in effect which shall result in a change, sale, transfer or assignment within the meaning of this Section 8.3. A transfer as a result of the death, disability or incapacity of a partner, shareholder or member in accordance with Section 8.2, or a transfer to an inter vivos trust where the transferring Franchisee, partner, shareholder or member is the only grantor beneficiary other than a spouse, shall not be a violation of this Agreement or a ground for termination; any such ownership change shall not be subject to Franchisor's right of first refusal under Section 8.3.1. Any unauthorized transfer by Franchisee shall constitute a material breach of the Agreement and shall be voidable by Franchisor.—~~

~~8.3.1. **Right of First Refusal.** If Franchisee or its equity owners propose to transfer or assign any of Franchisee's interest in this Agreement or in the business conducted under this Agreement or in Franchisee to any third party (other than as specifically excluded herein) in connection with a bona fide offer from such third party, Franchisee or its equity owners shall first offer to sell to Franchisor, Franchisee's or its equity owners' offered interest. Franchisee or its equity owner shall obtain from the third party offeror an earnest money deposit (of at least 15% of the offering price) and deliver to Franchisor a statement in writing, signed by the offeror and by Franchisee, of the terms of the offer. In the event of Franchisee's insolvency or the filing of any petition by or against Franchisee under any provisions of any bankruptcy or insolvency law, an amount and terms of purchase shall be established by an appraiser chosen by the bankruptcy court or by the chief judge of the federal district court of Franchisee's district and Franchisee or Franchisee's legal representative shall deliver to Franchisor a statement in writing incorporating the appraiser's report. Franchisor shall then have 45 days from its receipt of either statement to accept the offer by delivering written notice of acceptance by Franchisor or its nominee to Franchisee or its equity owner. The acceptance shall be on the same terms as stated in the statement delivered to Franchisor; provided, however, Franchisor or its nominee shall have the right to substitute equivalent cash for any noncash consideration included in the offer. If the parties cannot agree within a reasonable time on the equivalent cash for any noncash consideration, Franchisor shall designate an independent appraiser and the appraiser's determination shall be binding. If Franchisor or its nominee elects not to accept the offer within the 45 day period, Franchisee or its equity owner shall be free for 90 days after such period to complete the transfer described in the statement delivered to Franchisor, but only with the prior written consent of Franchisor and subject to the conditions for approval set forth in Section 8.3.2. Franchisee and its equity owners shall affect no other sale or transfer of this Agreement or Franchisee's interest in this Agreement or the business conducted under this Agreement or the interest in Franchisee, without first offering or reoffering the same to Franchisor in accordance with this Section 8. If in Franchisor's opinion there is a material change in the terms of the offer, the offer shall be deemed a new proposal and Franchisee or its equity owner shall be required to grant Franchisor or its nominee a right of first refusal with respect to such offer.—~~

~~Notwithstanding the foregoing, if the Franchised Business has been used as collateral for an SBA guaranteed loan (which is subject to Franchisor's consent), Franchisor will not, while such loan remains unpaid, exercise its right of first refusal under this Section 8.3, unless Franchisor agrees, in connection with its exercise of its right of first refusal, it is paying off the SBA guaranteed loan.—~~

~~8.3.2. **Conditions for Approval.** Franchisor may condition its approval of any proposed sale or transfer of the Franchised Business or of Franchisee's interest in this Agreement or of any ownership interest in Franchisee (or its owners) upon satisfaction of the following requirements:—~~

~~8.3.2.1. All of Franchisee's accrued monetary obligations to Franchisor, its parent—~~

~~or affiliates and any supplier for the Franchised Business have been satisfied;—~~

~~8.3.2.2. All existing defaults under the Franchise Agreement have been cured within the period permitted for cure;—~~

~~8.3.2.3. Franchisee and its equity owners (if Franchisee is a business entity), has executed a general release under seal, in a form satisfactory to Franchisor of any and all claims against Franchisor and its parent or affiliates and their officers, directors, partners, shareholders, agents, employees, attorneys and accountants in their corporate and individual capacities; provided, however, the release shall not release any liability specifically provided for by any applicable state statute regulating franchising;—~~

~~8.3.2.4. Franchisee has provided Franchisor a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including transferee's assumption of and agreement to discharge all of Franchisee's obligations under this Agreement;—~~

~~8.3.2.5. The transferee has demonstrated to Franchisor's satisfaction that it meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations of this Agreement; however, transferee shall not (directly or indirectly) be in the same Competitive Business, except that the transferee may be an existing franchisee of Franchisor;—~~

~~8.3.2.6. The transferee has executed Franchisor's then-current Franchise Agreement for the remainder of the term of the current franchise agreement or a new agreement, at Franchisor's option;—~~

~~8.3.2.7. Franchisee or transferee has paid Franchisor a transfer fee equal to the greater of (i) 25% of the then-current initial franchise fee or (ii) \$10,000;—~~

~~8.3.2.8. The transferee and its manager shall complete Franchisor's training program to Franchisor's satisfaction at the transferee's own expense within the time frame set forth by Franchisor; and—~~

~~8.3.2.9. Franchisee acknowledges and agrees that the post-termination provisions of this Agreement including, without limitation, the noncompetition provisions, shall survive the transfer of the Franchise : and—~~

~~8.3.2.10. Transferee agrees to upgrade, remodel and refurbish the Mobile Stand in accordance with Franchisor's current requirements and specifications for System Wild Bill's mobile stands within 180 days after the effective date of the transfer.—~~

~~8.4. **Transfer to a Corporation or Limited Liability Company.** If Franchisee is one or more individuals or a partnership, Franchisee may assign its rights under this Agreement to a corporation or limited liability company for convenience of ownership, provided:—~~

~~8.4.1. The corporation or limited liability corporation is newly organized and its activities—~~

~~Wild Bill's—
Franchise Agreement 2025—~~

are confined to operating the franchise business;—

~~8.4.2. Franchisee owns 100% of the outstanding shares of the corporation or interests in the limited liability company, and if Franchisee is more than one individual each individual shall have the same proportionate ownership interest in the new entity that he or she had in this Agreement and the Franchised Business prior to the transfer, otherwise the transfer may be considered a regular transfer subject to payment of a transfer fee;—~~

~~8.4.3. The corporation or limited liability company agrees in writing to assume all of Franchisee's obligations under this Agreement (Franchisor's current Assignment and Assumption Agreement is attached hereto as Exhibit 8).—~~

~~8.4.4. Each stock certificate of the corporate franchisee shall have conspicuously endorsed upon its face a statement, in a form satisfactory to Franchisor, that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Agreement; the operating agreement of any limited liability company and any membership certificates shall contain a similar limitation; and—~~

~~Franchisee is not required to pay Franchisor a transfer fee with respect to a transfer in accordance with this Section 8.4. However, Franchisor may seek reimbursement of its expenses in connection with a transfer under this Section 8.4.—~~

~~8.5. **Effect of Consent to Transfer.** Franchisor may review all information regarding the Franchised Business that Franchisee gives the proposed transferee, correct any information that Franchisor believes is inaccurate and provide the proposed transferee with copies of any reports Franchisor has made regarding the Franchised Business. However, Franchisor's consent to a transfer of this Agreement, the Franchised Business, or any interest in Franchisee or its owners, is not a representation of the fairness of the terms of any contract between Franchisee and the transferee, a guarantee of the Franchised Business or transferee's prospects of success, or a waiver of any claims Franchisor may have against Franchisee (or its owners) or Franchisor's right to demand full compliance by Franchisee and transferee with this Agreement.—~~

~~8.6. **Secured Interests and Securities.** If Franchisee is a corporation, it shall maintain stop transfer instructions against the transfer on its records of any securities with voting rights subject to the restrictions of this Section 8 and shall issue no such securities upon the face of which the following printed legend does not legibly and conspicuously appear:—~~

~~The transfer of this stock is subject to the terms and conditions of a Franchise Agreement between Franchisor and the corporation dated _____, 20____. Reference is made to the Franchise Agreement and to the Articles of Incorporation and Bylaws of this corporation.—~~

~~8.7. **Transfer by Franchisor.** Franchisor may sell, transfer, assign and/or encumber all or any part of its interest in itself or the Franchise Agreement.—~~

~~Wild Bill's—
Franchise Agreement 2025—~~

9. ~~BREACH AND TERMINATION~~

9.1. ~~Termination by Franchisee.~~ ~~Franchisee may terminate this Agreement for cause if Franchisor is in breach of any material provision of this Agreement, by giving Franchisor written notice within 60 days of the event or circumstances giving rise to the breach. Franchisee must be in material compliance with this Agreement. The notice shall state specifically the nature of the breach and allow Franchisor 90 days after receipt of the notice to correct the breach. Franchisee's failure to give timely written notice of any breach shall be deemed to be a waiver of Franchisee's right to complain of that breach. If Franchisor fails to cure any material breach within the 90-day cure period, Franchisee may terminate this Agreement for that reason by providing written notice to Franchisor, except if the breach is not susceptible to cure within 90 days, but Franchisor takes action within 90 days to begin curing the breach and acts diligently to complete the corrective action within a reasonable time, Franchisor shall be deemed to have timely cured the breach. Franchisee's termination will be effective only if Franchisee signs all documentation that Franchisor requires, including a release. Notice shall be either hand delivered or sent U.S. Mail, postage prepaid, certified mail, return receipt requested or sent by prepaid overnight courier.~~

9.2. ~~Termination by Franchisor.~~ ~~Franchisor may terminate this Agreement under the following circumstances:~~

9.2.1. ~~With Cause and With Opportunity to Cure.~~ ~~If Franchisee is in breach of any material provision of this Agreement not listed in Section 9.2.2, by giving Franchisee written notice of the event or circumstances giving rise to the breach. The notice will state specifically the nature of the breach and allow Franchisee the following amount of time to correct the breach after receipt of notice:~~

- ~~(1) 7 days if the failure relates to the use of the Proprietary Marks;~~
- ~~(2) 15 days if the failure relates to Franchisee's failure to make any payment of money to Franchisor or its parent or affiliate; and~~
- ~~(3) 30 days if the failure relates to any other breach not listed in this Section 9.2.1 or in Section 9.2.2.~~

~~If Franchisee fails to cure any material breach within the applicable cure period, Franchisor may terminate this Agreement for that reason by providing written notice to Franchisee. For purposes of this Agreement, Franchisee's alleged breach of this Agreement shall only be deemed cured if Franchisor provides Franchisee with written notice that the alleged breach has been corrected. Notice shall be either hand delivered or sent U.S. Mail, postage prepaid, certified mail, return receipt requested or sent by prepaid overnight courier.~~

9.2.2. ~~With Cause and Without Opportunity to Cure.~~ ~~Franchisor may immediately terminate this Agreement upon written notice without giving Franchisee opportunity to cure for any of the following breaches or defaults:~~

(a) ~~Criminal Acts.~~ ~~If Franchisee or any owner of Franchisee is convicted of or pleads guilty or no contest to a felony or takes part in any criminal misconduct related to the operation of the Franchised Business;~~

(b) ~~Fraud.~~ ~~If Franchisee or any owner of Franchisee commits fraud in the~~

~~Wild Bill's—
Franchise Agreement 2025—~~

operation of the Franchised Business;—

(c) Misrepresentation. If Franchisee or any owner of Franchisee makes any misrepresentation or omission in connection with Franchisee's franchise application;—

(d) Intentional Underreporting or Misstatement. If Franchisee or any owner of Franchisee intentionally underreports or misstates any information required to be reported to Franchisor under this Agreement, including but not limited to Gross Revenues required to be reported under this Agreement;—

(e) Voluntary Bankruptcy. If Franchisee or any owner of Franchisee makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or insolvent, files or acquiesces in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consents to or acquiesces in the appointment of a trustee or receiver for Franchisee or the Franchised Business;—

(f) Involuntary Bankruptcy. If proceedings are commenced to have Franchisee or any owner of Franchisee adjudicated as bankrupt or to seek a reorganization of Franchisee under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within 60 days, or a trustee or receiver is appointed for Franchisee or the Franchised Business without Franchisee's consent, and the appointment is not vacated within 60 days;—

(g) Liens. If a levy or writ of attachment or execution or any other lien is placed against Franchisee, any equity owner of Franchisee, or any guarantor of Franchisee under Section 14 of this Agreement, or any of their respective assets, which is not released or bonded against, within 60 days;—

(h) Insolvency. If Franchisee, any partner of Franchisee, or the majority equity owner of Franchisee is insolvent;—

(i) Third-Party Payment Obligations. If Franchisee fails to pay any vendors or other third party obligations owed in connection with the Franchised Business and Franchisee does not correct such failure within any cure periods permitted by the third party person or entity to whom such obligations are owed unless (i) Franchisee is in good faith, contesting its liability for such amounts, (ii) Franchisee has notified Franchisor of its reason for non-payment and (iii) Franchisor agrees that Franchisee has a legitimate reason for the non-payment;—

(j) Taxes. Franchisee fails to pay, when due, any federal or state income, service, sales, use or other taxes due on or in connection with the operation of the Franchised Business, unless Franchisee is, in good faith, contesting its liability for these taxes or has received an extension from the applicable governmental agency of the time within which to make such payments;—

(k) Unauthorized Transfer. Franchisee (or any of its owners) surrenders control of the Franchised Business without Franchisor's written consent or otherwise makes or attempts to make an unauthorized transfer in violation of any of the requirements set forth in Article 8 of this Agreement;—

(l) Anti-Terrorism Laws. Franchisee (or any of its owners) fails to comply—

Wild Bill's—
Franchise Agreement 2025—

with Anti-Terrorism Laws;—

~~(m) **Restrictive Covenants.** Franchisee (or any of its owners, officers or their immediate families) violates any of the covenants of Confidentiality or any covenants set forth in Article 7 of this Agreement;—~~

~~(n) **Unauthorized Purchases.** Franchisee purchases goods and/or services from non-designated or non-approved vendors or suppliers;—~~

~~(o) **Repeated Breaches.** If Franchisor sends Franchisee 2 or more written notices to cure pursuant to Section 9.2.1 in any 12 month period;—~~

~~(p) **Breach of Other Agreements.** If Franchisee or any owner of Franchisee materially breaches any other agreement with Franchisor or any of its parent or affiliates, does not cure the breach within any permitted period for cure; provided, however, this Section 9.2.2(p) shall not apply to the breach of a separate franchise agreement between Franchisee and Franchisor with respect to another System business;—~~

~~(q) **Training.** If Franchisee (or its Operating Principal) and its required staff fail to complete the initial training program to Franchisor's satisfaction;—~~

~~(r) **Abandonment.** If Franchisee voluntarily or otherwise abandons the Franchised Business. The term "abandon" means conduct of Franchisee which indicates a desire or intent to discontinue the Franchised Business in accordance with the terms of this Agreement; or—~~

~~(s) **Insurance.** Franchisee fails to maintain any required insurance and does not correct the failure within 10 days after Franchisor delivers written notice of that failure to Franchisee.—~~

~~(t) **Failure to Open.** If Franchisee fails to open within the time periods required herein.—~~

~~(u) **Public Health and Safety.** If a threat or danger to public health or safety results from the maintenance or operation of the Franchised Business or any violation of health or safety law occurs.—~~

~~(v) **Unauthorized Opening.** If Franchisee opens the Franchised Business without obtaining authorization to open.—~~

~~(w) **Failure to Meet Minimum Performance Requirements.** If Franchisee fails to meet the minimum performance obligations outlined in Section 1.4 this Agreement.—~~

9.3. Nonwaiver. Franchisor's delay in exercising or failure to exercise any right or remedy under this Agreement or Franchisor's acceptance of any late or partial payment due under this Agreement or any other agreement between Franchisor and Franchisee or Franchisor's consent to a transfer of any interest in Franchisee shall not constitute a waiver of any of Franchisor's rights or remedies against Franchisee.—

10. ~~RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION~~

10.1. ~~Franchisee's Obligations.~~ Upon termination of this Agreement by either Franchisor or Franchisee, regardless of the cause, and upon expiration and nonrenewal or transfer of this Agreement, Franchisee shall:—

~~10.1.1. Immediately cease all operations of the Franchised Business;—~~

~~10.1.2. Immediately pay to Franchisor all unpaid fees and pay Franchisor, its parent or affiliates and any supplier for the Franchised Business all other monies owed them;—~~

~~10.1.3. Immediately discontinue the use of the Proprietary Marks;—~~

~~10.1.4. Immediately return the Confidential Operations Manual to Franchisor and all other manuals and Confidential Information loaned to Franchisee by Franchisor (including without limitation, all customer information contained in computer databases or otherwise) and immediately cease to use the Confidential Information;—~~

~~10.1.5. Immediately cease using all telephone numbers and listings used in connection with the operation of the Franchised Business and direct the telephone company to transfer all such numbers and listings to Franchisor or its designee or, if Franchisor so directs, to disconnect the numbers, as set forth in the Telephone, Internet Websites and Listings Agreement, the current form of which is attached hereto as Exhibit 9;—~~

~~10.1.6. Promptly surrender all stationery, printed matter, signs, advertising materials and other items containing the Proprietary Marks as directed by Franchisor and all items which are a part of the trade dress of the System;—~~

~~10.1.7. Sell to Franchisor or its designee, at Franchisor's option, all inventory in useable form bearing the Proprietary Marks at the original purchase price thereof or at its then current value if less than the original purchase price, in Franchisor's judgment, within 15 days following the date of termination or expiration;—~~

~~10.1.8. Sell to Franchisor or its designee, at Franchisor's option, the Wild Bill's mobile stand(s) for their then current value within 15 days following the date of termination or expiration;—~~

~~10.1.9. If Franchisor does not elect to purchase the Wild Bill's mobile stand(s), immediately change the appearance of the mobile stand(s) inside and outside, including trade dress, signs, and equipment, so that the stand no longer resembles a Wild Bill's mobile stand and to protect the Proprietary Marks, including any changes Franchisor specifically requests. If Franchisee fails to make the modifications or alterations, Franchisor will have the right to access the exterior and interior of the mobile stand(s) and do so and charge Franchisee its costs plus a fee which is currently \$2,000 and may be increased by up to 10% per calendar year, for its personnel or authorized representatives;—~~

~~10.1.10. Cease to hold itself out as a franchisee of Franchisor;—~~

~~10.1.11. Take action necessary to amend or cancel any assumed name, business name—~~

~~Wild Bill's—
Franchise Agreement 2025—~~

~~or equivalent registration which contains any trade name or other Proprietary Mark licensed by Franchisor and furnish Franchisor evidence satisfactory to Franchisor of compliance with this obligation within 30 calendar days after the termination, expiration or transfer of this Agreement;~~

~~10.1.12. Permit Franchisor to make a final inspection of Franchisee's financial records, books, and other accounting records within 6 months of the effective date of termination, expiration, or transfer;~~

~~10.1.13. Comply with the post-termination covenants set forth in Section 7.4.2, all of which shall survive the transfer, termination or expiration of this Agreement; and~~

~~10.1.14. If applicable, take such action as may be required to remove from the Internet all sites and social media accounts referring to Franchisee's former business or any of the Proprietary Marks, and to cancel, or assign to the Franchisor, in the Franchisor's sole discretion, all rights to any social media accounts or domain names for any sites on the internet that refer to Franchisee's former business or any of the Proprietary Marks.~~

~~10.2. **Power of Attorney.** Franchisor is hereby irrevocably appointed as Franchisee's attorney-in-fact to execute in Franchisee's name and on Franchisee's behalf all documents necessary to discontinue Franchisee's use of the Proprietary Marks and the Confidential Information.~~

~~**Continuing Obligations.** All of Franchisee's obligations that expressly, or by their nature, survive this Agreement's expiration or termination will continue in full force and effect, under this Agreement and personally bind themselves to confidentiality and non-competition covenants and restrictions.~~

2.D. RESERVATION OF RIGHTS

Franchisor on behalf of itself, its affiliates and its assigns retains all rights, on any and all terms and conditions that Franchisor deems advisable and without any compensation or consideration to Franchisee to engage in the following activities (the "Reserved Rights"): (a) operate and grant to others the right to operate a Franchised Business, Wild Bill's Business and/or other businesses using the System and Licensed Marks at locations outside Franchisee's Operating Territory; (b) acquire, be acquired, develop, or merge with or otherwise affiliate with one or more businesses of any kind, including businesses that are Competitive Businesses and, after such acquisition, development, merger or affiliation, to own and operate and to franchise or license others to own and operate and to continue to own and operate such businesses, including Competitive Businesses (but not utilizing the Licensed Marks) within Franchisee's Operating Territory; (c) use the Licensed Marks and System to distribute the Approved Services and Products offered and sold by the Franchised Business or products and services similar to the Approved Services and Products offered and sold by the Franchised Business in Alternative Channels of Distribution within or outside your Operating Territory; (d) use the Licensed Marks and System to offer, sell, and provide Approved Services and Products or products and services similar to the Approved Services and Products offered and sold by the Franchised Business on behalf of customers of Corporate Accounts within or outside Franchisee's Operating Territory; and (e) use the Licensed Marks and System and to license others to use the Licensed Marks and System, to engage in all other activities not expressly prohibited by the Franchise Agreement.

2.E. MODIFICATION OF SYSTEM

Franchisor, in Franchisor's Reasonable Business Judgment, reserves the right, at all times, to supplement, modify, alter and/or amend the System including any and/or all components of the System. Franchisee shall promptly comply with all such modifications to the System whether such modification results in the addition, subtraction, modification and/or enhancement to any and/or all components of the System. Franchisor shall provide Franchisee with a reasonable time period to comply with any change or modification to the System, which shall be communicated to Franchisee by Franchisor including, but not limited to, communication through the Operations Manual. Franchisor's modifications to the System shall not materially alter

Franchisee's fundamental rights under this Agreement.

2.F. CORPORATE ENTITY OWNERSHIP

If Franchisee is a Corporate Entity, Franchisee represents that: (a) the information contained in Schedule 3 of this Agreement is and shall remain complete, true and accurate throughout the Term of this Agreement; (b) Franchisee has been duly organized and validly exists under the law of the state where Franchisee was formed; (c) Franchisee is duly qualified and authorized to conduct business within the jurisdiction comprising Franchisee's Operating Territory and in each jurisdiction where Franchisee is or will be conducting business; and (d) the execution of this Agreement and the consummation of the transactions contemplated by this Agreement are within Franchisee's corporate power and are authorized.

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ARTICLE 3

DEVELOPMENT AND OPERATION OF THE FRANCHISED BUSINESS

3.A. DEVELOPMENT OF THE FRANCHISED BUSINESS

Franchisee must develop and open the Franchised Business on or before the Scheduled Opening Date. Notwithstanding the foregoing, prior to opening and commencing the operations of the Franchised Business, Franchisee must, as determined by Franchisor: (a) be in compliance with the terms and conditions of this Agreement; (b) have satisfied the pre-opening obligations designated by Franchisor in the Operations Manual; (c) have completed and satisfied the training obligations designated by Franchisor; (d) have developed an Administrative Office in conformity with Franchisor's standards and specifications and as otherwise required by Franchisor in the Operations Manual; (e) have obtained the necessary licenses and permits to operate the Franchised Business; (f) have secured a Service Vehicle in conformity with Franchisor's standards and specifications and as otherwise required by Franchisor in the Operations Manual; (g) have secured a Mobile Stand in conformity with Franchisor's standards and specifications and as otherwise required by Franchisor in the Operations Manual; and (h) have obtained Franchisor's written consent to open the Franchised Business.

3.B. OPERATIONS OF THE FRANCHISED BUSINESS

At all times the Franchised Business shall: (a) be operated within Franchisee's Operating Territory, excluding Closed Markets; (b) be operated from an approved Administrative Office located within the Operating Territory; (c) exclusively offer, sell and provide the Approved Services and Products in accordance with Franchisor's standards, specifications, and requirements; (d) ensure that the Approved Services and Products are only offered and provided by Franchisee through employees and/or Owners that have, to Franchisor's satisfaction, completed the training requirements and Training Programs required by Franchisor; (e) exclusively use, maintain, and, stock in inventory, the System Supplies in such quantities as designated by Franchisor; (f) exclusively purchase the System Supplies from the supplier and/or suppliers, vendor and/or vendors approved by Franchisor and designated by Franchisor, in Franchisor's Reasonable Business Judgment; (g) be exclusively managed and operated by Franchisee or, if Franchisee is a Corporate Entity, Franchisee's Managing Owner; (h) maintain the necessary licenses and permits and, those licenses and permits required, and/or recommended by Franchisor, for Franchisee's development, ownership, and operation of the Franchised Business; (i) exclusively provide the Approved Services and Products from on-site at customer designated locations and venues and using approved Mobile Stand(s) and Service Vehicle(s); and (j) be operated in conformity with Franchisor's standards, specifications, criteria and requirements as set forth by Franchisor in the Operations Manual as such Operations Manual exists as of the Effective Date of this Agreement and as the Operations Manual may be modified and supplemented from time to time in the future by Franchisor, in Franchisor's Reasonable Business Judgment.

3.C. FRANCHISEE'S ADMINISTRATIVE OFFICE

Franchisee must operate the Franchised Business from an Administrative Office that conforms to Franchisor's standards and specifications and, such other requirements as set forth in the Operations Manual. Franchisee must obtain Franchisor's written approval of the location of Franchisee's Administrative Office. Franchisee's Administrative Office must not be accessible to the public or to Franchisee's customers. If permitted by applicable laws, rules, and regulations, including, but not limited to, local zoning laws and regulations (to be independently verified by

Franchisee) Franchisee may designate Franchisee's personal residence as Franchisee's Administrative Office. Otherwise, Franchisee must develop Franchisee's Administrative Office from a commercial location located within the Operating Territory. If applicable, Franchisor will furnish Franchisee with Franchisor's then current preliminary plans and specifications for an Administrative Office. Franchisee shall develop, operate and manage the Franchised Business from an Administrative Office, that: (a) was identified and evaluated by Franchisee; (b) complies with the terms and conditions of this Agreement; (c) satisfies and meets Franchisor's standards and specifications; (d) is timely presented by Franchisee to Franchisor for approval as Franchisee's proposed Administrative Office; (e) is approved by Franchisor as Franchisee's Administrative Office; (f) is timely secured by Franchisee within 60 days of the Effective Date of this Agreement, as evidenced by a binding lease with a duration equal to the full Term of this Agreement; and (g) otherwise meets the terms and conditions of this Agreement and Franchisor's standards and specifications.

Franchisee will not lease, purchase or otherwise acquire a proposed Administrative Office until such information as Franchisor may require as to the proposed Administrative Office has been provided to Franchisor by Franchisee and, Franchisor has approved the location in accordance with the terms and conditions of this Agreement. Franchisor shall respond to Franchisee's request for approval of a proposed Administrative Office within 30 days following Franchisor's receipt, from Franchisee, of complete written information about Franchisee's proposed Administrative Office. If Franchisor rejects or disapproves Franchisee's proposed Administrative Office, Franchisee must nevertheless identify and obtain Franchisor's approval of a proposed Administrative Office within the time requirements set forth in this Agreement. Franchisor's disapproval of a proposed Administrative Office shall not serve as a basis to extend any deadline or requirement set forth in this Agreement.

Franchisor's approval of Franchisee's proposed Administrative Office is not and does not constitute a representation or warranty of any kind other than that Franchisor does not object to or disapprove of Franchisee's proposed Administrative Office. No provision of this Agreement shall be construed or interpreted to impose an obligation on Franchisor to locate an Administrative Office for the Franchised Business, to assist Franchisee in the selection of a suitable Administrative Office, or to provide assistance to the Franchisee in the purchase or lease of an Administrative Office.

3.D. FURNITURE, FIXTURES, EQUIPMENT AND SIGNS

Except as to an Administrative Office operated from the personal residence of Franchisee or Franchisee's Owner, Franchisee agrees to use in the construction and operation of Franchisee's Administrative Office only those types of construction and decorating materials, fixtures, equipment, furniture, and signs that Franchisor has approved or designated in the Operations Manual for Franchised Business as meeting Franchisor's specifications and standards for appearance, function and performance. Franchisee shall purchase approved or designated types of construction and decorating materials, fixtures, equipment, furniture and signs including, but not limited to, System Supplies, only from suppliers approved or designated by Franchisor from time to time in writing and/or in the Operations Manual.

3.E. SYSTEM SUPPLIES

Franchisee shall exclusively purchase and use the System Supplies in the operations of the Franchised Business. Franchisee shall exclusively purchase the System Supplies from the supplier and/or suppliers and vendor and/or vendors designated by Franchisor from time to time. Franchisee agrees that control over the nature, quality, branding and source of the System Supplies is critical to the System and that irrespective of the availability of substitute products, supplies, equipment and/or sources of supply, Franchisee shall only purchase and use the System Supplies as designated by Franchisor and only from those suppliers designated and approved by Franchisor. Franchisee agrees that in many instances Franchisor and/or Franchisor's affiliates may be and/or may become the sole and exclusive supplier of the System Supplies.

3.F. BUSINESS MANAGEMENT SYSTEM

Franchisee shall exclusively use the Business Management System or systems designated by Franchisor, in Franchisor's Reasonable Business Judgment, and as may be modified, supplemented or replaced by Franchisor from time to time. Franchisee shall purchase, license and maintain such Business Management System and/or systems from Franchisor and/or such

third party suppliers designated by Franchisor. Franchisor, in Franchisor's Reasonable Business Judgment, may require that Franchisee's license, and use of the Business Management System occur through accounts registered to Franchisor, controlled by Franchisor, or licensed through Franchisor. Franchisee shall provide and grant Franchisor with unlimited and uninterrupted direct internet based and/or remote access to the Business Management Systems of the Franchised Business. Franchisee shall pay and be responsible for all fees associated with the Business Management Systems including, but not limited to, initial and on-going license fees. Supplementing and, without limitation to the foregoing, Franchisee agrees that:

(1) The Business Management System will contain proprietary and Confidential Information owned by Franchisor and related to the System;

(2) The Business Management System shall be exclusively used by Franchisee in the operations of the Franchised Business, in accordance with the terms of this Agreement, and the standards and specifications set forth by Franchisor in the Operations Manual;

(3) As between Franchisee and Franchisor, Franchisor is and shall be the exclusive owner of the Business Management System Data, except that Franchisee shall store and maintain such data in accordance with all applicable local, state and federal privacy, data collection and solicitation laws. Upon expiration or termination of this Agreement for any reason, Franchisee shall preserve and maintain the Business Management System Data for the purpose of transferring such data to Franchisor;

(4) At all times, Franchisee shall provide and permit Franchisor to maintain direct and independent access to the Business Management System and the Business Management System Data and to duplicate and evaluate the data;

(5) Franchisee shall upgrade, replace and modify the Business Management System at the request of Franchisor and in accordance with Franchisor's written instructions;

(6) Other than permitting access to employees of the Franchised Business for the purpose of conducting the authorized operations of the Franchised Business, Franchisee shall not permit or allow any third party to access, use or duplicate the Business Management System or the Business Management System Data;

(7) Franchisee shall keep and maintain the Business Management System and the Business Management System Data as secret and confidential and, Franchisee shall maintain security precautions to maintain the confidentiality of the Business Management System and the Business Management System Data; and

(8) In no event shall Franchisor be liable to Franchisee for any damages, including any lost profits, lost savings, or other incidental or consequential damages, relating to Franchisee's use, or Franchisee's inability to use, the Business Management System even if Franchisor has been advised of the possibility of such damages, or for any claim by any other party including the software manufacturer. The foregoing limitations of liability are intended to apply without regard to whether other provisions of the Agreement have been breached or proven ineffective.

3.G. DIGITAL MEDIA, SYSTEM WEBSITE AND TELEPHONE NUMBERS

As between Franchisor and Franchisee, Franchisor is the absolute owner of the Digital Media. Franchisee shall not utilize, access or open accounts regarding or related to Digital Media unless expressly approved by Franchisor in writing which approval Franchisor may withhold, condition, limit, modify, or withdraw as determined by Franchisor in Franchisor's Reasonable Business Judgment and which approval, if given, shall be limited to the marketing and promotion of the Franchised Business in accordance with Franchisor's standards and specifications. Upon expiration or termination of this Agreement for any reason, all prior authorizations respecting Franchisee's right to use the Digital Media and/or otherwise as to any rights of Franchisee in or to the Digital Media shall be automatically terminated and, at Franchisor's election, the right to any and all accounts and/or sites (if any) associated with Digital Media utilized by Franchisee shall be transferred by Franchisee to Franchisor. Franchisee shall not utilize the Digital Media for purposes of or with the effect of libeling or disparaging another party and Franchisee shall not violate any copyrights or the legal rights of

any other party or person. Franchisee is exclusively responsible for disparagement, libel and/or copyright or intellectual property infringement as to all information, data, materials, and Published Content issued, posted, and/or made available by Franchisee.

Franchisee agrees that Digital Media and/or Published Content, if permitted by Franchisor, must be approved by Franchisor prior to publication or use in any form. Digital Media and Published Content that is approved by Franchisor or that otherwise is acceptable to Franchisor as meeting Franchisor's standards shall, at Franchisor's discretion, be owned by Franchisor. As between Franchisor and Franchisee, any and all interest and right in or to the Digital Media and/or Published Content shall, at all times, be and is the exclusive property of Franchisor both during the Term of this Agreement and upon the expiration or termination of this Agreement. The System Website and all improvements and modifications made to the System Website, Digital Media, and Published Content is and shall be the exclusive property of Franchisor. During the Term of this Agreement and subject to Franchisee's compliance with this Agreement, the System Website shall include information related to the Franchised Business as shall be determined and designated by Franchisor in Franchisor's Reasonable Business Judgment. All rights in and to telephone numbers associated with the Franchised Business, shall, at Franchisor's election, be transferred to Franchisor.

Without limitation to the foregoing, Franchisee shall, upon the request of Franchisor, execute and deliver to Franchisor the Assignment of Telephone Numbers and Digital Media Accounts attached to this Agreement as Exhibit 3. Upon the request of Franchisor, Franchisee shall execute, update, and/or re-execute the Assignment of Telephone Numbers and Digital Media Accounts agreement upon the request of Franchisor. As between Franchisor and all third parties, Franchisee represents and acknowledges that such third party is authorized to rely on the Assignment of Telephone Numbers and Digital Media Accounts agreement, irrespective of any dispute and/or controversy between Franchisor and Franchisee and irrespective of any contrary instructions of Franchisee.

3.H. RELOCATION OF FRANCHISEE'S ADMINISTRATIVE OFFICE

Franchisee shall not relocate Franchisee's Administrative Office to a facility located outside the Operating Territory. To the extent that Franchisee wishes to relocate Franchisee's Administrative Office to a suitable commercial facility located within the Operating Territory then Franchisee must obtain Franchisor's prior written consent which shall not be unreasonably withheld provided that Franchisee is in compliance with the terms and conditions of this Agreement and provided that the new facility meets Franchisor's then current standards and specifications. Franchisee may not operate the Franchised Business from a residence location outside of the Operating Territory.

3.I. OUT-OF-TERRITORY EVENTS

Franchisee shall operate the Franchised Business solely within the Operating Territory, except as expressly authorized by Franchisor in writing in accordance with this Article 3.I. Franchisor may, in Franchisor's Reasonable Business Judgment, sole and absolute discretion, authorize Franchisee to conduct an Out-of-Territory Event at a specific location outside the Operating Territory. Any such authorization shall be: (a) provided in writing prior to commencement; (b) specific to the particular event, venue, or occasion described therein; and (c) subject to the Out-of-Territory Event Royalty rate designated by Franchisor for that specific Out-of-Territory Event. Authorization for one Out-of-Territory Event does not constitute authorization for any subsequent Out-of-Territory Event.

Franchisee shall not engage in Direct Solicitation outside the Operating Territory, regardless of whether an Out-of-Territory Event has been authorized. Franchisee shall not operate the Franchised Business within the Assigned Area of any other Wild Bill's franchisee without the prior written consent of both Franchisor and the applicable franchisee.

If Franchisor assigns a new franchisee to an area in which Franchisee has previously conducted an authorized Out-of-Territory Event or for any other reason as instructed by Franchisor. In Franchisor's Reasonable Business Judgment, Franchisee shall: (a) promptly provide Franchisor with all customer records and contact information relating to customers serviced during that Out-of-Territory Event; and (b) cease all further communications with those customers with respect to the Franchised Business, unless Franchisor otherwise directs in writing.

Any operation of the Franchised Business outside the Operating Territory without Franchisor's

prior written authorization constitutes an Unauthorized Out-of-Territory Event and shall subject Franchisee to: (a) the Unauthorized Out-of-Territory Event Surcharge set forth in Article 5.B; (b) the Territory Encroachment Fee set forth in Article 5.D; and (c) all other remedies available to Franchisor under this Agreement and applicable law.

3.J. SERVICE VEHICLES AND MOBILE STANDS

Franchisee shall purchase and/or lease and exclusively use in the operations of the Franchised Business, only those Service Vehicles and Mobile Stands that meet Franchisor's System standards and specifications, and that are approved by Franchisor. Franchisee shall maintain the Service Vehicles and Mobile Stands in a clean, safe, and well maintained condition and shall operate same in accordance with all applicable laws, rules, and regulations. Franchisee may only offer and provide the Approved Services and Products using Service Vehicles and Mobile Stands approved by Franchisor and that meet Franchisor's brand standards and specifications.

3.K. CORPORATE ACCOUNTS

The license and rights granted to Franchisee in this Agreement are limited to, among other things, the Operating Territory, the grant of franchise rights set forth in Article 2.A of this Agreement, and the reservation of rights set forth in Article 2.D of this Agreement. Subject to the following terms and conditions and, Franchisee's compliance with same (hereinafter the "Corporate Account Rules"), Franchisee may provide Approved Services and Products on behalf of a Corporate Account location within Franchisee's Operating Territory:

Corporate Account Rules

(1) Franchisor Control. As determined by Franchisor, in Franchisor's Reasonable Business Judgment, all Corporate Accounts shall be negotiated, contracted, and managed exclusively by Franchisor. Franchisee shall have no right to independently solicit, negotiate, or contract with any Corporate Account or prospective Corporate Account on behalf of the Wild Bill's System or using the Licensed Marks without Franchisor's prior written consent. Franchisor retains the right, in Franchisor's sole discretion, to service any Corporate Account engagement within or outside Franchisee's Operating Territory directly, through Franchisor's affiliates, or through other franchisees, as Franchisor determines appropriate.

(2) Multi-Territory Engagements. Corporate Account engagements frequently involve events, festivals, venues, or occasions that span multiple franchisees' Operating Territories simultaneously. In such cases, Franchisor shall coordinate the entire engagement and shall, in Franchisor's sole discretion, allocate participation among relevant franchisees based on operational capacity, experience, proximity, and such other factors as Franchisor deems relevant. Franchisee has no right to participate in a Corporate Account engagement solely by virtue of the engagement occurring within or near Franchisee's Operating Territory.

(3) Pricing. All pricing for Corporate Account engagements is negotiated and established exclusively by Franchisor. Franchisee shall not independently adjust, negotiate, or discount pricing for any Corporate Account engagement without Franchisor's prior written consent. Any such independent negotiation shall constitute a material breach of this Agreement.

(4) Service Orders. Subject to Franchisee's compliance with all terms of this Agreement, Franchisor may, in Franchisor's sole discretion, submit to Franchisee a proposed Service Order for a Corporate Account engagement within Franchisee's Operating Territory. Each Service Order shall identify: (a) the Corporate Account and the nature of the engagement; (b) the Approved Services and Products to be provided; (c) the pricing applicable to the engagement as determined by Franchisor; (d) the timing and location requirements; and (e) such other terms as Franchisor determines to be relevant. Franchisor shall determine, in Franchisor's Reasonable Business Judgment, whether Franchisee possesses the operational capacity, staffing, equipment, and experience necessary to perform the engagement before submitting a Service Order to Franchisee.

(5) Acceptance or Rejection. Franchisee shall have 10 days from receipt of a Service Order to notify Franchisor in writing of Franchisee's acceptance or rejection. Failure to respond in writing within 10 days shall be deemed a rejection. If Franchisee accepts a Service Order, Franchisee must perform the engagement in full compliance with the Service Order terms and Franchisor's then-current standards and specifications. If Franchisee rejects a Service Order or is deemed to have rejected it, Franchisor may service the Corporate Account engagement within Franchisee's Operating Territory directly, through Franchisor's affiliates, or through other franchisees, without any compensation or consideration to Franchisee.

(6) Non-Solicitation. Franchisee shall not, directly or indirectly, solicit, contact, or negotiate with any current or prospective Corporate Account with whom Franchisor is known by Franchisee to be negotiating, or with whom Franchisor has previously engaged, without Franchisor's prior written consent, regardless of whether the Corporate Account's location or event is within or outside Franchisee's Operating Territory.

ARTICLE 4

TRAINING AND OPERATING ASSISTANCE

4.A. INITIAL TRAINING, SUPPLEMENTAL TRAINING AND SYSTEM-WIDE TRAINING

(1) Within 45 days of the earlier of the Scheduled Opening Date or the Actual Opening Date, Franchisee's Managing Owner and one manager must complete, to Franchisor's satisfaction, Franchisor's initial training program (the "Training Program"). Franchisor will provide Franchisee, comprised of Franchisee's Managing Owner, and one designated manager, with Franchisor's Training Program. If Franchisee would like more than two individuals to attend the Training Program, subject to Franchisor's approval, Franchisee shall pay to Franchisor an additional fee of \$500 per additional person per day attending the Training Program (the "Additional Initial Training Fee"). Additional Initial Training Fees shall be pre-paid in advance of training and upon submission of invoice by Franchisor to Franchisee.

Prior to opening and commencing the operations of the Franchised Business, the Managing Owner and other personnel as designated or determined by Franchisor, must attend and successfully complete the Training Program designated by Franchisor. The training may include classroom and on-the-job instruction at a location or facility designated by Franchisor, and/or, at the election of Franchisor and as determined by Franchisor, in Franchisor's Reasonable Business Judgment, may be conducted remotely through online web based conferencing. Following completion of the Training Program, Franchisee shall be responsible for the ongoing training of Franchisee's employees, staff and all other employees of the Franchised Business. Said on-going training must conform to Franchisor's standards and specifications. The Training Program shall be structured, configured and established by Franchisor from time to time. The Training Program may be structured so that it is offered and completed by Franchisee in various phases.

(2) Franchisee or, if Franchisee is a Corporate Entity, Franchisee's Managing Owner and Manager, at Franchisee's sole cost and expense, must attend and successfully complete all refresher training courses or system-wide training courses, additional training programs and seminars as Franchisor periodically may designate or offer in Franchisor's Reasonable Business Judgment. Franchisor provides instructors and training materials for those programs and seminars, but Franchisor reserves the right to assess Franchisee reasonable charges for such training. Franchisee is responsible for all expenses Franchisee and Franchisee's employee incurs in connection with attendance and participation in these programs and seminars, including, without limitation, the cost of transportation, lodging, meals and any salaries and other wages.

(3) Franchisee shall pay all costs and expenses incurred by Franchisee and, those attending training on behalf of Franchisee, in connection with Franchisee's participation in all Training Programs and, satisfaction of Franchisee's Training Program obligations as designated by Franchisor.

(4) Subject to Franchisor's approval and agreement, Franchisor may offer supplemental training within Franchisee's Operating Territory or as elected by Franchisor, remotely through online web based conferencing (hereinafter referred to as "Supplemental Training"). Franchisor, in Franchisor's Reasonable Business Judgment, reserves the right to reject or approve of any request by Franchisee for Supplemental Training. If Franchisor does agree to offer and provide Supplemental Training, Franchisee shall pay to Franchisor a supplemental training fee at the rate of \$500 per trainer per day plus, if applicable, reimbursement of travel and hotel accommodation expenses incurred by Franchisor (the "Supplemental Training Fee"). Franchisee agrees that in each instance where Franchisee hires a new Operating Manager, and/or Franchisor, in Franchisor's Reasonable Business Judgment, determines that Franchisee is not satisfying and/or meeting Franchisor's

operational standards, then Franchisor may require that Franchisee, and/or, as applicable, Franchisee's Operating Manager participate in, and successfully complete, Supplemental Training pay the Supplemental Training Fees designated by Franchisor. Supplemental Training Fees shall be pre-paid in advance of training and upon submission of invoice by Franchisor to Franchisee.

(5) Franchisor, in Franchisor's Reasonable Business Judgment must approve of all individuals attending and participating in the Training Program and all Supplemental Training programs. All participants in the Training Program must qualify as either an Owner or Operating Manager and, prior to training, among other things, must have executed the Owner and Spouse Agreement and Guaranty or the Confidentiality Agreement, respectively.

4.B. OPERATING ASSISTANCE

From time to time and as determined by Franchisor, in Franchisor's Reasonable Business Judgment, Franchisor shall advise Franchisee of those applicable standards, procedures and System requirements concerning the Franchised Business. Operating assistance may, as determined by Franchisor, in Franchisor's sole discretion, consist of:

(1) Establishing and communicating systems and procedures related to the development and operation of the Franchised Business;

(2) Establishing and communicating Approved Services and Products and, as applicable and as determined by Franchisor, modifications, if any, to the Approved Services and Products including, but not limited to, additions, deletions, and/or changes to the Approved Services and Products;

(3) Designating and communicating System Supplies and, as applicable and as determined by Franchisor, modifications, if any, to the System Supplies including, but not limited to, additions, deletions, and/or changes to the System Supplies;

(4) Designating and communicating approved and designated suppliers of the Franchised Business and, as applicable and as determined by Franchisor, modifications, if any, to approved and designated suppliers including, but not limited to, additions, deletions, and/or changes to the approved and designated suppliers;

(5) Establishing and communicating marketing and brand standards related to the promotion of the Franchised Business;

(6) Approving or disapproving of Franchisee requests related to marketing materials and Digital Media that may be used to market the Franchised Business; and

(7) Establishing and communicating System standards and requirements in the form of the Operations Manual and, as Franchisor, in Franchisor's sole discretion.

4.C. OPERATIONS MANUAL

Franchisor shall provide Franchisee with access to the Operations Manual. The Operations Manual contains, as designated and determined by Franchisor, mandatory and, as applicable, suggested specifications, standards and operating procedures that Franchisor prescribes for Wild Bill's Businesses. Franchisee shall operate the Franchised Business in strict accordance with the standards, specifications, and requirements set forth in the Operations Manual as, such standards, specifications, and requirements including, but not limited to, the Approved Services and Products, System Supplies, and, authorized and designated suppliers, as of the Effective Date of this Agreement, and, as they may be supplemented, modified, changed, and/or replaced in the future and, from time to time, by Franchisor, in Franchisor's Reasonable Business Judgment. Franchisee shall keep and maintain the confidentiality of the Operations Manual and shall keep and maintain all files, data and information contained in the Operations Manual in a secure location and/or in a protected confidential state and, as otherwise directed by Franchisor. The master copy and official version of the Operations Manual is and shall be the copy and/or version maintained and designated by Franchisor in Franchisor's ordinary course of business.

Franchisor shall provide Franchisee with reasonable notice of modifications and changes made to the Operations Manual and, such notice may take the form of electronic communications

including emails and, if the Operations Manual is maintained on an online web based platform, notifications within said platform. Franchisor shall provide Franchisee with a reasonable period of time, as determined by Franchisor, in Franchisor's Reasonable Business Judgment, to implement change and modifications to the as set forth in the Operations Manual. Without limitation to the foregoing, Franchisee may only offer and sell the Approved Services and Products and utilize the System Supplies as designated by Franchisor, in Franchisor's Reasonable Business Judgment, in the Operations Manual and, in accordance with the terms, specifications and requirements set forth in the Operations Manual and as Franchisor may supplement and modify the Operations Manual from time to time or, as Franchisor may otherwise designate in writing.

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ARTICLE 5

FEES

5.A. INITIAL FRANCHISE FEE

Upon execution of this Agreement Franchisee shall pay to Franchisor a non-recurring initial franchisee fee (the "Initial Franchise Fee") of \$49,500 for an Operating Territory comprising a single Territory. If Franchisee's Operating Territory is supplemented with Additional Territories, the Initial Franchise Fee shall be increased and shall be the amount set forth in Schedule 2 of this Agreement. The Initial Franchise Fee is fully earned by Franchisor upon execution of this Agreement and is not refundable.

5.B. ROYALTY FEES

Royalty Fees: Throughout the Term of this Agreement, Franchisee shall pay to Franchisor a continuing annual non-refundable Royalty Fee (the "Royalty Fee") equal to the applicable Minimum Annual Royalty Fee Requirement for the applicable Annual Period. The Royalty Fee is subject to reduction by the Royalty Fee Discount as set forth below. The Minimum Annual Royalty Fee Requirement is determined based on the number of Territories within Franchisee's Operating Territory and the applicable Annual Period year, in accordance with the following schedule:

Minimum Annual Royalty Fee Requirement*					
Number of Territories	Year 1	Year 2	Year 3	Year 4	Year 5 and each year thereafter*
1	\$10,000 per annual period	\$20,000 per annual period	\$35,000 per annual period	\$50,000 per annual period	\$60,000 per annual period
2	\$20,000 per annual period	\$40,000 per annual period	\$70,000 per annual period	\$100,000 per annual period	\$120,000 per annual period
3	\$30,000 per annual period	\$60,000 per annual period	\$105,000 per annual period	\$150,000 per annual period	\$180,000 per annual period

* Subject increase as to renewal Terms, see below "Renewal Term Fee and Purchase Requirement Adjustments"

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Royalty Fee Discount: On an annual basis, at the time Franchisor calculates and determines the Royalty Fee (excluding Royalty Fees attributable to Out-of-Territory Events), Franchisor shall apply a discount to Franchisee's Royalty Fee (the "Royalty Fee Discount") on a pro rata basis based on Franchisee's satisfaction of the Qualified Beverage Purchase Requirements during the applicable Annual Period, in accordance with the following schedule:

Annual Qualified Beverage Purchase Requirements*					
Number of Territories	Year 1	Year 2	Year 3	Year 4	Year 5 and each year thereafter*
1	\$25,000 per annual period	\$50,000 per annual period	\$87,500 per annual period	\$125,000 per annual period	\$150,000 per annual period
2	\$50,000 per annual period	\$100,000 per annual period	\$175,000 per annual period	\$250,000 per annual period	\$300,000 per annual period
3	\$75,000 per annual period	\$150,000 per annual period	\$262,000 per annual period	\$375,000 per annual period	\$450,000 per annual period

* Subject increase as to renewal Terms, see below "Renewal Term Fee and Purchase Requirement Adjustments"

If Franchisee satisfies or exceeds the applicable Annual Qualified Beverage Purchase Requirements, as applicable, for an Annual Period, Franchisee's Royalty Fee for that Annual Period (excluding Royalty Fees attributable to Out-of-Territory Events) will be reduced by one hundred percent (100%). If Franchisee does not satisfy the applicable Annual Qualified Beverage Purchase Requirements, Franchisee's Royalty Fee for the applicable Annual Period will be reduced on a pro rata basis, equal to the percentage of the Qualified Beverage Purchase Requirement that Franchisee satisfied.

Qualified Beverage Purchase Requirements are calculated in United States Dollars and are based solely on amounts timely paid by Franchisee to Franchisor for Qualified Beverage Purchases, excluding applicable sales or use taxes, delivery, shipping, and handling charges, and any credits, rebates, refunds, or chargebacks. Qualified Beverage Purchases may not be carried over from one Annual Period to another or from any other period.

For example, and for demonstration purposes only: if a hypothetical franchisee's Annual Qualified Beverage Purchase Requirement is \$43,750, and the franchisee makes \$30,000 in Qualified Beverage Purchases during the applicable Annual Period, the franchisee will be deemed to have satisfied 68.57% of its Qualified Beverage Purchase Requirement. Accordingly, the franchisee's Royalty Fee for that Annual Period will be reduced by 68.57%.

Out-of-Territory Event Royalty: For each Out-of-Territory Event, Franchisee shall pay to Franchisor an Out-of-Territory Event Royalty on all Gross Sales generated from that Out-of-Territory Event, at the rate designated by Franchisor in writing prior to commencement of such Out-of-Territory Event, which rate shall not exceed fifteen percent (15%) of such Gross Sales.

The Out-of-Territory Event Royalty is separate from and in addition to the Minimum Annual Royalty Fee Requirement and is not subject to reduction by the Royalty Fee Discount.

Unauthorized Out-of-Territory Event Surcharge: If Franchisee conducts an Unauthorized Out-of-Territory Event, Franchisee shall pay to Franchisor a surcharge of up to twenty-eight percent (28%) of all Gross Sales generated from or attributable to such Unauthorized Out-of-Territory Event (the "Unauthorized Out-of-Territory Event Surcharge"), in addition to the Territory Encroachment Fee set forth in Article 5.D. and all other remedies available to Franchisor under this Agreement.

Year 1 Proration: For purposes of measuring compliance with the Minimum Annual Royalty Fee Requirement and Annual Qualified Beverage Purchase Requirements, Year 1 begins on the earlier of (i) the Actual Opening Date or (ii) the Scheduled Opening Date and ends on December 31 of that same Annual Period. The Year 1 Minimum Annual Royalty Fee Requirement and Year 1 Annual Qualified Beverage Purchase Requirements will be prorated based on Franchisee's actual or designated business commencement date.

Payment and Due Date: The Royalty Fee for each Annual Period is due and payable on January 15 of the year (the "Due Date") immediately following the applicable Annual Period. The Out-of-Territory Event Royalty is due and payable on the date designated by Franchisor in writing prior to the applicable Out-of-Territory Event. All amounts shall be debited automatically from Franchisee's bank account by ACH or such other means as Franchisor may designate from time to time.

Royalty and Activity Reports: Franchisee shall submit to Franchisor annual Royalty and Activity Reports in the form and manner designated by Franchisor in the Manual or otherwise in writing, no later than January 15 of each year for the prior Annual Period, together with payment of all amounts due for that Annual Period.

Renewal Term Fee and Purchase Requirement Adjustments: Upon renewal of this Agreement, Franchisor reserves the right, in Franchisor's Reasonable Business Judgment, to increase the Minimum Annual Royalty Fee Requirements and the Annual Qualified Beverage Purchase Requirements. Any such increase shall not exceed the greater of: (a) the then-applicable Minimum Annual Royalty Fee Requirements and Annual Qualified Beverage Purchase Requirements designated by Franchisor for new franchisees at the time of renewal; or (b) a cumulative increase of seven percent (7%) per year, compounded annually, measured from the Minimum Annual Royalty Fee Requirements and Annual Qualified Beverage Purchase Requirements, respectively, in effect during the final year of the immediately preceding Term.

Tax Obligations: If any federal, state or local tax, other than an income tax, is imposed on the Royalty Fee paid by Franchisee to Franchisor that, Franchisor cannot directly and, dollar for dollar, offset against taxes required to be paid by Franchisor under any applicable federal or state laws, Franchisee must compensate Franchisor in the manner prescribed by Franchisor so that the net amount or net rate received by Franchisor for the Royalty Fee is not less than that which has been established by this Agreement and which was due to Franchisor on the effective date of this Agreement. If any state imposes a sales or other tax on the Royalty Fees, then Franchisor shall have the right to charge and collect the tax from Franchisee.

5.C. TECHNOLOGY FEE

Throughout the Term of this Agreement and any applicable renewal term, Franchisee shall pay to Franchisor a continuing monthly non-refundable Technology Fee. Franchisor, in Franchisor's Reasonable Business Judgment, possesses the right, at any and all times throughout the Term, to implement and charge Franchisee a monthly Technology Fee in a monthly amount designated by Franchisor but provided that such monthly amount does not exceed \$500 per month. Franchisee agrees that this Technology Fee is a general administrative fee and is not connected to any particular service. The Technology Fee shall be paid to Franchisor on the first Due Date for each respective month.

5.D. OTHER FEES

As designated by Franchisor in this Agreement, the Manual or otherwise, Franchisee shall pay the following additional fees to either Franchisor, Franchisor's affiliates, or Franchisee's designees:

(1) Brand Development Fund to and Fee – Franchisee shall pay to Franchisor, Franchisor's affiliates, or Franchisor's designees, the Brand Development Fund Fee as set forth in Article 9.A. of this Agreement.

(2) Customer Satisfaction Non-Compliance Fee – Franchisee shall pay to Franchisor, Franchisor's affiliates, or Franchisor's designees, a Customer Satisfaction Non-Compliance Fee upon demand of Franchisor following the occurrence of a Customer Satisfaction Non-Compliance Event.

(3) Non-Compliance Fees – Franchisee shall pay to Franchisor all Non-Compliance Fees in accordance with the terms of this Agreement including, but not limited to, Payment Non-Compliance Fees, Operations Non-Compliance Fees, and Reporting Non-Compliance Fees.

(4) Supplemental Training Fees – Franchisee shall pay to Franchisor all training fees in accordance with the terms of this Agreement including, but not limited to, Additional Initial Training Fees and Supplemental Training Fees.

(5) Quality Assurance Audit Fees – Franchisee shall pay to Franchisor, Franchisor's affiliates, or Franchisor's designees on-going weekly, monthly, and/or per use fees related to quality assurance programs designated by Franchisor related to periodic inspections of Franchisee's Wild Bill's Business and secret shopper evaluations.

(6) Annual Conference Attendance Fees – Franchisee shall be responsible for all expenses of its personnel attending the Annual System Conference including travel, meals and lodging. Franchisee shall be required to pay to Franchisor an Annual Conference Attendance Fee. Franchisee agrees that if Franchisee fails to attend the Annual System Conference that Franchisor shall, nevertheless, charge and Franchisee shall pay the Annual Conference Attendance Fee – even if Franchisor waives such fee for franchisees who attend the Annual System Conference.

(7) Operations Manual Replacement Fee – Franchisee shall pay to Franchisor, Franchisor's affiliates, or Franchisee's designee a fee equal to Franchisor's actual costs for each and every instance that Franchisor is required to replace Franchisee's Operations Manual.

(8) Territory Encroachment Fee – If Franchisee encroaches or infringes on another Wild Bill's System franchisee's operating territory or conducts an Unauthorized Out-of-Territory Event or otherwise operates the Franchised Business within the Assigned Area of another Wild Bill's franchisee without the required written consents, Franchisee shall pay a territory encroachment fee (the "Territory Encroachment Fee") of \$3,000 plus the amount of the Approved Services and Products invoiced to service the customer outside of Franchisee's Operating Territory

(9) All Other Fees and Obligations Set Forth in this Agreement – Franchisee shall pay to Franchisor, Franchisor's affiliates, or Franchisor's designees such other fees, charges and expenses as set forth in this Agreement and in accordance with the terms of this Agreement or, otherwise, in accordance with the Manuals and/or Franchisor's standards and specifications.

5.E. PAYMENT NON-COMPLIANCE FEES AND CHARGES

In addition to all other rights afforded to Franchisor under this Agreement, in connection with each and every fee, charge, and/or obligation payable and due from Franchisee to Franchisor under the terms of this Agreement including, but not limited to, this Article 5, within 14 days of Franchisor's invoice, Franchisee shall pay to Franchisor: (a) a payment non-compliance fee in the amount of \$150 (the "Payment Non-Compliance Fee") for each and every instance where a fee, charge, and/or obligation payable to Franchisor under this Agreement is not paid in full when due; plus (b) interest on all unpaid fees, sums, and/or obligations payable and due from Franchisee to Franchisor at an interest rate equal to the lesser of either 18% per annum, or the maximum interest rate allowed by applicable law and with interest accruing on the date when such fee, sum, or obligation was due; plus (c) all costs incurred by Franchisor in the collection of

such unpaid and past due obligations including, but not limited to, reasonable attorney's fees, costs, and expenses. Additionally, if Franchisee's bank account possesses insufficient funds and/or fails to process a payment related to any fee due to Franchisor, Franchisor may charge the greater of either (i) 5% of the amount; (ii) \$50 for each instance; or (iii) the maximum amount allowed by law. The foregoing does not constitute Franchisor's agreement to accept payments after they are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of the Franchised Business. Nothing contained in this Article 5.E. shall be interpreted as interfering with and/or negating Franchisor's rights and remedies as set forth in Article 16, and as otherwise set forth in this Agreement. All rights and remedies of Franchisor are cumulative and shall be interpreted as cumulative to one another.

5.F. APPLICATION OF PAYMENTS

Franchisor has sole discretion to apply any payments received from Franchisee or to offset any indebtedness of Franchisor to Franchisee to any past due indebtedness of Franchisee for Royalty Fees, Advertising Contributions, purchases from Franchisor or its affiliates, interest or any other indebtedness of Franchisee to Franchisor or its affiliates.

5.G. WITHHOLDING PAYMENTS UNLAWFUL

Franchisee agrees that under no circumstance is Franchisee entitled to withhold payments due to Franchisor under this Agreement. Among other things and without limitation to the foregoing, Franchisee expressly agrees that any claim by Franchisee as to the alleged non-performance of Franchisor's obligations shall not permit and/or entitle Franchisee to withhold payments due Franchisor under this Agreement.

ARTICLE 6 **RESTRICTIVE COVENANTS AND OBLIGATIONS**

6.A. NECESSITY FOR RESTRICTIVE COVENANTS

Franchisee agrees that only through the course of entering into this Agreement is Franchisee being provided with access to the System, Franchisor's training, use of the Licensed Marks, and access to the Operations Manual and Confidential Information. Franchisee agrees that competition by Franchisee, Owners, Spouses and/or their immediate family members will jeopardize the System and cause irreparable harm to Franchisor and franchisees of Wild Bill's Businesses. Accordingly, Franchisee and Franchisee's Owners and Spouses agree to comply with the restrictive covenants set forth in this Agreement, including this Article 6.

6.B. RESTRICTIVE COVENANTS: KNOW-HOW

Franchisee agrees that, at all times, both during the Term of this Agreement and, after its expiration or termination, Franchisee: (a) shall not use the Know-How in any business or capacity other than the operation of the Franchised Business pursuant to this Agreement and as instructed by Franchisor; (b) shall maintain the confidentiality of the Know-How at all times; (c) shall not make unauthorized copies of documents containing any Know-How; (d) shall take all reasonable steps that Franchisor requires from time to time to prevent unauthorized use or disclosure of the Know-How; and (e) shall stop using the Know-How immediately upon the expiration, termination or Transfer of this Agreement. Franchisee agrees that the foregoing covenants shall also apply to: (a) Franchisee's Owners and Spouses and, that Franchisee's Owners and Spouses shall each execute and deliver to Franchisor the Franchise Owner and Spouse Agreement and Guaranty in the form attached to this Agreement as Exhibit 1; and (b) Franchisee's directors, officers, employees and agents where disclosure of the Know-How was necessary for the operations of the Franchised Business and where such director, officer, employee and/or agent previously executed and timely delivered to Franchisor the Confidentiality Agreement in the form attached as Exhibit 2.

6.C. RESTRICTIVE COVENANTS: CONFIDENTIAL INFORMATION

Franchisee agrees that, at all times, both during the Term of this Agreement and after its expiration or termination, Franchisee: (a) shall not use the Confidential Information in any business or capacity other than the Wild Bill's Business operated by Franchisee; (b) shall maintain the confidentiality of the Confidential Information at all times; (c) shall not make unauthorized copies of documents containing any Confidential Information; (d) shall take such reasonable steps as Franchisor may ask of Franchisee from time to time to prevent unauthorized use or disclosure of the Confidential Information; and (e) shall stop using the Confidential Information immediately upon the expiration, termination or Transfer of this Agreement. Franchisee agrees that the foregoing covenants and obligations shall also apply to:

(a) Franchisee's Owners and Spouses and that Franchisee's Owners and Spouses shall each execute and deliver to Franchisor the Franchise Owner and Spouse Agreement and Guaranty in the form attached to this Agreement as Exhibit 1; and (b) Franchisee's directors, officers, employees and agents where disclosure of the Confidential Information was necessary for the operations of the Franchised Business and where such director, officer, employee and/or agent previously executed and timely delivered to Franchisor the Confidentiality Agreement in the form attached as Exhibit 2.

6.D. RESTRICTIVE COVENANTS: UNFAIR COMPETITION AND IN-TERM NON-COMPETITION OBLIGATIONS

Franchisee agrees that during the Term of this Agreement, Franchisee shall not engage in the following activities (the "Prohibited Activities"): (a) owning and/or having any legal or equitable interest whether, as an individual proprietor, owner, partner, member or shareholder of a Corporate Entity, or, in any similar capacity, in a Competitive Business other than, owning an interest of 3% or less in a publicly traded company that is a Competitive Business; (b) operating, managing, funding and/or performing services whether, as an employee, officer, director, manager, consultant, representative, agent, and/or creditor or, in any similar capacity, for or benefitting a Competitive Business; (c) diverting or attempting to divert any business or customers from Franchisor or, one of Franchisor's affiliates or franchisees; (d) inducing any customer or client of Franchisor, Franchisor's affiliates, franchisees of the System, or, of Franchisee, to any other person or business that is not a Wild Bill's Business; and/or (e) engaging in any actions, inactions, and/or activities in violation of Articles 6.B. and/or 6.C. of this Agreement (all, individually and collectively, referred to as the "Prohibited Activities"). Franchisee agrees that if Franchisee were to engage in the Prohibited Activities that such actions would be unfair, would constitute unfair competition and would cause harm to Franchisor, the System and other Wild Bill's Business franchisees. Franchisee agrees that the foregoing covenants and obligations shall also apply to Franchisee's Owners and Spouses and that Franchisee's Owners and Spouses shall each execute and deliver to Franchisor the Franchise Owner and Spouse Agreement and Guaranty in the form attached to this Agreement as Exhibit 1.

6.E. RESTRICTIVE COVENANTS: UNFAIR COMPETITION AND POST-TERMINATION NON-COMPETITION OBLIGATIONS

Franchisee agrees that during the Post-Term Restricted Period, Franchisee shall not engage in any Prohibited Activities provided, however, that the Prohibited Activities relating to Franchisee's having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within a Restricted Territory. If Franchisee is engaged in any Prohibited Activities during the Post-Term Restricted Period, Franchisee agrees that Franchisee's Post-Term Restricted Period will be extended by the period of time during which Franchisee was engaging in the Prohibited Activity and, any such extension of time will not be construed as a waiver of Franchisee's breach or otherwise impair any of Franchisor's rights or remedies relating to Franchisee's breach. Franchisee agrees that the foregoing covenants and restrictions shall also apply to Franchisee's Owners and Spouses and that Franchisee's Owners and Spouses shall each execute and deliver to Franchisor the Franchise Owner and Spouse Agreement and Guaranty in the form attached to this Agreement as Exhibit 1. Franchisee agrees that the covenants and restrictions set forth in this Article 6.E. and otherwise in this Article 6, are fair and reasonable and that if Franchisee engaged in any Prohibited Activity that such actions would constitute acts of unfair competition, causing irreparable harm to Franchisor and the System.

6.F. REASONABLENESS OF RESTRICTIVE COVENANTS AND OBLIGATIONS

Franchisee agrees that: (a) the terms of this Article 6 are reasonable both in time and in scope of geographic area; and (b) Franchisee has sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Article 6. **Franchisee hereby waives any right to challenge the terms of this Article 6 (including the referenced defined terms set forth in Article 1 of this Agreement) as being overly broad, unreasonable or otherwise unenforceable.** Although Franchisee and Franchisor both believe that the restrictive covenants and obligations of this Article 6 to be reasonable in terms of scope, duration and geographic area, Franchisor may at any time unilaterally modify the terms of this Article 6 (provided that such modification is in writing and signed by Franchisor) by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Post-Term Restricted Period, reducing the geographic scope of the

Restricted Territory and/or reducing the scope of any other covenant imposed upon Franchisee under this Article 6 to ensure that the terms and covenants are enforceable under applicable law.

6.G. BREACH OF RESTRICTIVE COVENANTS AND OBLIGATIONS

Franchisee agrees that Franchisee's failure and/or Franchisee's Owner(s) failure to comply with the restrictive covenants and obligations set forth in this Article 6 will cause irreparable harm to Franchisor and/or other Wild Bill's Business franchisees for which there is no adequate remedy at law. Franchisee agrees that any violation of these Article 6 covenants and obligations by either Franchisee and/or any Owner(s) will entitle Franchisor to injunctive relief. Franchisee agrees that Franchisor may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of Franchisee, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon a hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond **notwithstanding** the preceding sentence, the Franchisee and Franchisor agree that the amount of the bond shall not exceed \$1,000. Franchisor's remedies under this Article 6.G. are not exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

6.H. OWNERSHIP OF INNOVATIONS, IMPROVEMENTS AND CUSTOMER INFORMATION

Franchisee agrees that with regard to the Franchised Business all customer lists and their contents and information represent Confidential Information and constitute an asset of Franchisor whether or not such information was supplied by Franchisor. During the Term of this Agreement and in connection with the development, establishment, marketing, promotion and operation of the Franchised Business, Franchisee shall disclose to Franchisor all of Franchisee's ideas, concepts, methods and products conceived or developed by Franchisee and Franchisee's affiliates, Owners, agents, and employees relating to the development and operation of Wild Bill's Businesses. Franchisee hereby assigns to Franchisor and Franchisee agrees to procure from Franchisee's Owners, affiliates and employees' assignment of any such ideas, concepts, methods, and products that Franchisee is required to disclose to Franchisor under this Article 6.H. Franchisor shall have no obligation to make any lump sum or on-going payments to Franchisee or Franchisee's Owners, affiliates or employees with respect to any such idea, concept, method, technique or product. Franchisee agrees that Franchisee will not use nor will Franchisee allow any other person or entity to use any such concept, method or product without obtaining Franchisor's prior written approval.

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ARTICLE 7 **OPERATING STANDARDS**

7.A. OPERATING REQUIREMENTS

At all times, Franchisee and the Franchised Business shall, as designated by Franchisor in the Operations Manual and/or as otherwise designated by Franchisor in writing and, as may be modified by Franchisor from time to time: (a) exclusively offer and sell the Approved Services and Products; (b) exclusively purchase and use the System Supplies; (c) maintain a complete and updated inventory and supply of System Supplies; (d) maintain, update, replenish and replace Franchisee's System Supplies; (e) maintain, update, replenish and recondition Franchisee's Administrative Office; and (f) maintain Franchisee's Service Vehicles, Mobile Stands and System Supplies in a clean and safe condition and in conformity with the brand standards related to the Licensed Marks and System.

7.B. MAINTENANCE, UPDATES AND UPGRADES

At all times, Franchisee shall update, upgrade, maintain, replenish, replace and recondition Franchisee's System Supplies, Service Vehicle(s), Mobile Stand(s), and, if applicable, Franchisee's Administrative Office as specified by Franchisor in the Operations Manual and/or otherwise in writing, in Franchisor's Reasonable Business Judgment, and as modified by Franchisor from time to time. Notwithstanding the foregoing, Franchisee expressly agrees that

the foregoing obligations relate to brand standards and specifications associated with the Licensed Marks and the Approved Services and Products and that, at all times, Franchisee is and shall exclusively remain responsible for conditions involving the safety of customers and employees in connection with the operations of the Franchised Business.

7.C. DAMAGE CAUSED BY CASUALTY

If Franchisee's Administrative Office, Service Vehicle(s), Mobile Stand(s), and/or System Supplies is and/or are damaged or destroyed by fire or any other casualty, Franchisee must, as soon as practicable but in no event later than one month after such casualty, initiate repairs or reconstruction, and thereafter, in good faith and with due diligence, continue until completion of the repairs or reconstruction, to their/its original condition before casualty and otherwise in accordance with Franchisor's standards and specifications.

7.D. ALTERATIONS

At all times, Franchisee shall maintain Franchisee's System Supplies, Service Vehicles, Mobile Stands, and Administrative Office in accordance with Franchisor's current brand standards and specifications and, Franchisee shall not materially alter or modify same.

7.E. BRAND STANDARDS AND FRANCHISOR DESIGNATED REQUIREMENTS

Franchisee shall develop and operate the Franchised Business in strict conformity with the methods, standards, specifications, procedures, and operational requirements as, designated and determined by Franchisor, in Franchisor's Reasonable Business Judgment, and as set forth in the Operations Manual, as prescribed by Franchisor in writing, and, as Franchisor, in Franchisor's Reasonable Business Judgment, may supplement, modify, and amend from time to time. Supplementing, and without limitation to the foregoing, Franchisee, agrees that the foregoing standards, specifications, procedures, and operational requirements shall relate and include, among other things, the Approved Services and Products, the System Supplies, System standards as designated by Franchisor, authorized and mandatory inventory levels and inventory items, authorized and mandatory supplies and inventory supply levels, designated suppliers, standards related to brand uniformity including, brand standards regarding uniforms, marketing materials, marketing media, the appearance and operations of the Franchised Business, customer service and satisfaction standards including, customer rewards programs, refund policies, gift card policies, special promotions and other customer incentive and goodwill programs, brand standards and brand standard requirements as to employee knowledge and implementation of System brand standards but, not related to employment or joint employment policies, secret shopper programs, Franchisor designated secret quality control inspections, payment processing systems, Franchisor access to Business Management Systems, and the overall operations of the Franchised Business.

7.F. APPROVED SERVICES, PRODUCTS, EQUIPMENT AND SUPPLIERS

Franchisee agrees that, among other things, the products and services to be offered and sold by the Franchised Business, the supplies, suppliers and equipment utilized by the Franchised Business, the methods for monitoring customer satisfaction and, the methods for marketing and promoting the Franchised Business must conform to Franchisor's System standards and specifications as determined by Franchisor, in Franchisor's Reasonable Business Judgment, as designated by Franchisor in the Operations Manual, and/or as otherwise designated by Franchisor in writing and, as may be supplemented, modified, and/or amended by Franchisor from time to time. Without limitation to the foregoing, Franchisee agrees that:

(1) The Franchised Business shall exclusively offer and sell the Approved Services and Products to customers located within Franchisee's Operating Territory;

(2) The Franchised Business shall, in accordance with Franchisor's standards and specifications as, designated and determined by Franchisor from time to time, exclusively:

- (a) offer and serve the Approved Services and Products;
- (b) provide the Approved Services and Products in accordance with the System's standards and specifications;
- (c) exclusively purchase and use System Supplies from Franchisor or Franchisor's designated suppliers;
- (d) exclusively purchase and use equipment, supplies, promotional materials, point of sale systems and Business Management Systems designated by Franchisor and, subject to Franchisor's specifications;
- (e) purchase displays, point of sale displays, uniforms, supplies, marketing materials and promotional materials including, but not limited to, System Supplies as designated by Franchisor and only from Franchisor or Franchisor's approved supplier(s);

and (f) purchase from distributors and other suppliers approved by Franchisor all other materials, goods, and supplies including, but not limited to, System Supplies used in preparing, offering, selling, promoting, and serving the Approved Services and Products;

(3) Franchisor has and will periodically approve suppliers and distributors of the equipment, materials, supplies and products including, but not limited to, System Supplies, Service Vehicles and Mobile Stands, that meet Franchisor's standards, specifications, and requirements including, without limitation, standards, specifications, and requirements relating to the equipment and supplies to be used by the Franchised Business and, that Franchisee shall abide by same;

(4) Franchisor, in Franchisor's Reasonable Business Judgment, may, from time to time, modify the list of approved brands, suppliers and distributors of System Supplies, Service Vehicles and Mobile Stands, and approved equipment, supplies and services to be used by the Franchised Business and that Franchisee shall, after receipt in writing of such modification, abide by same and, among other things, not reorder any brand and/or purchase from any supplier or distributor that is no longer designated or approved by Franchisor;

(5) Franchisor reserves the right to designate, from time to time, a single supplier and/or distributor for any services, products, equipment, supplies, or materials including, but not limited to, the System Supplies, Service Vehicles and Mobile Stands, and to require Franchisee to use such a designated supplier exclusively, which exclusive designated supplier and/or distributor may be Franchisor and/or Franchisor's affiliates. Franchisor and its affiliates may receive payments from suppliers and/or distributors on account of such supplier's or distributor's dealings with Franchisee and other franchisees of the System and that Franchisor may use all amounts so received without restriction and for any purpose, including Franchisor's profit; and

(6) If Franchisee proposes or requests that Franchisor consider the approval of products, services, equipment, supplies, suppliers and/or distributors for use in the Franchised Business where such products, services, equipment, supplies, suppliers and/or distributors are not, presently, at the time of Franchisee's request, approved for use in the System, Franchisee: (a) must provide Franchisor with a written request where Franchisee specifies the product, service, equipment, supply, supplier and/or distributor, the reason for Franchisee's request; (b) shall timely submit to Franchisor such information, reports, specifications, and samples as Franchisor, in Franchisor's Reasonable Business Judgment requests; and (c) shall pay to Franchisor a supplier evaluation fee per requested product, service, equipment, supply, supplier and/or distributor to be considered including, but not limited to, the supplier evaluation fees that Franchisor, in Franchisor's Reasonable Business Judgment, establishes and assesses based on, among other things, the administrative costs and time associated with evaluating, assessing and testing the proposed product, service, equipment, supply, supplier and/or distributor including, but not limited to Franchisor's internal employees and independent third parties engaged and/or retained by Franchisor for evaluation and testing. The foregoing fees and payments shall be paid by Franchisee to Franchisor within 14 days of the date of Franchisor's invoice. Upon Franchisee's compliance with the foregoing, within 60 days of the completion of all evaluations, Franchisor shall notify Franchisee of Franchisor's approval or disapproval, which shall be determined by Franchisor in Franchisor's Reasonable Business Judgment. Under no circumstance shall the foregoing be construed as implying that Franchisor is required to approve alternative suppliers and Franchisor shall exclusively determine, in Franchisor's Reasonable Business Judgment, the level of evaluation to be conducted by Franchisor.

7.G. MARKET RESEARCH AND TESTING

Franchisor may conduct market research and testing to evaluate, modify, test or sample the services, products, equipment and supplies authorized by Franchisor and to determine consumer trends and the viability of certain services and products. Franchisee agrees to participate in Franchisor's market research programs that may be conducted by Franchisor in its discretion, by test marketing services and/or products from the Franchised Business. Franchisee agrees to provide Franchisor with timely reports and other relevant information regarding such market research. Franchisee agrees to purchase a reasonable quantity of the tested products and effectively promote and make a reasonable effort to sell the products and/or

services.

7.H. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES

(1) Franchisee shall, at all times, secure and maintain in full force all required licenses, permits and certificates relating to the operation of the Franchised Business, and Franchisee must operate the Franchised Business in full compliance with all applicable laws, ordinances, codes and regulations.

(2) Franchisee shall, at all times, investigate, review, and comply with all laws applicable to the operation of the Franchised Business, including, without limitation, all labor laws and obligations, wage and hour laws and obligations, employer practices laws and obligations, labor department rules and regulations, workers compensation and unemployment laws and rules, insurance obligations, and health and safety laws, rules and obligations.

(3) Franchisee shall, at all times, investigate, review, and comply with all laws, rules, and regulations related to all laws, rules, and regulations related to customer and employee privacy obligations and protections and, all laws, rules, and regulations, related to the privacy and protection of customer and employee information and data and, all laws, rules, and regulations related to customer and employee solicitations.

(4) Franchisee must, at all times, immediately notify Franchisor in writing of any of the following concerning Franchisee, and/or the Franchised Business: (a) any cause of action, claim, lawsuit, proceeding, and investigation; (b) issuance of any order, writ, injunction, award, and/or decree by any court, agency, or other governmental entity; and (c) any notice of violation of any law, ordinance, code, permit, or regulation.

(5) Franchisee shall, at all times, ensure that all advertising and promotion of the Franchised Business by Franchisee is completely factual and conforms to the highest standards of ethical advertising, and is in conformity with Franchisor's standards and specifications. Franchisee shall refrain from any business practice, advertising practice, or personal conduct that may be injurious to Franchisor, the System, Wild Bill's Businesses, and/or the Licensed Marks. Franchisor, in Franchisor's sole discretion, shall possess, among other things, the unilateral right to reject any and all advertising relating to the Franchised Business, Franchisor, the System, Wild Bill's Businesses and/or using the Licensed Marks.

(6) Franchisee shall comply with, and cause Franchisee's Owners to comply with and/or to assist Franchisor, to the fullest extent possible, in Franchisor's efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee and each Owner certify, represent, and warrant that Franchisee's or any Owner's property or interests is not subject to being "blocked" under any of the Anti-Terrorism Laws, and Franchisee and each Owner are not otherwise in violation of any of the Anti-Terrorism Laws. Franchisee further certifies that Franchisee and each Owner are not listed on the Annex to Executive Order 13244 (the Annex is available at <http://www.treasury.gov>) and will not become so listed, hire any person so listed, or have dealings with any person so listed. Franchisee agrees to immediately notify Franchisor if Franchisee or any Owner becomes so listed. "Anti-Terrorism Laws" refers to and means Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing, or in any way relating to, terrorist acts and acts of war. If Franchisee, an Owner, or Franchisee's employees violate any of the Anti-Terrorism Laws and/or become listed on the Annex to Executive Order 13244, then Franchisor may terminate this Agreement immediately without prior notice to Franchisee.

In connection with Franchisee's compliance with the terms of this Article 7.H., if Franchisee discovers, learns of, and/or becomes aware of any conflict and/or discrepancy between Franchisee's obligations under this Article 7.H. with Franchisor's standards and/or specifications as contained in this Agreement, in the Operations Manual, and/or as otherwise designated by Franchisor from time to time, Franchisee shall immediately notify Franchisor in writing of such discrepancy. In the event of any conflict or ambiguity, Franchisor's determination and/or resolution made by Franchisor, in writing, and, specifically with regard to the presented conflict or ambiguity, shall be determinative as between Franchisor and Franchisee and the operations

7.I. MANAGEMENT OF THE FRANCHISED BUSINESS

(1) Franchisee agrees that, at all times, that the development and operation of the Franchised Business shall be managed, operated, and maintained under the active, continuing management, substantial personal involvement and hands-on supervision, of Franchisee's Managing Owner. The Managing Owner must at all times be actively involved in the operation of the Franchised Business unless Franchisee delegates management functions to an authorized Operating Manager who, among other things, satisfactorily completes Franchisor's Training Program, and otherwise meets the criteria and conditions for qualification as an Operating Manager as designated and determined by Franchisor from time to time. If the Operating Manager is a family member of Franchisee and/or an Owner then the Operating Manager shall also sign and agree to be bound by the terms of the Franchise Owner and Spouse Agreement and Guaranty.

(2) Franchisee must, at all times, faithfully, honestly and diligently perform its obligations hereunder, and continuously exert its best efforts to promote and enhance the business of the Franchised Business and the goodwill of the Licensed Marks and the System.

(3) If, at any time, the Franchised Business is not being managed by a Managing Owner or Operating Manager who satisfactorily completed the Training Program, Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of the Franchised Business for and on behalf of Franchisee. Franchisor's appointment of a manager of the Franchised Business does not relieve Franchisee of its obligations or constitute a waiver of Franchisor's right to terminate the Franchise pursuant to Article 16. Franchisor is not liable for any debts, losses, costs or expenses incurred in the operations of the Franchised Business or to any creditor of Franchisee for any products, materials, supplies or services purchased by the Franchised Business while it is managed by Franchisor's appointed manager.

(4) Franchisee shall, at all times, maintain sufficient working capital to fulfill its obligations under this Agreement.

7.J. REMEDIES FOR NON-COMPLIANCE WITH OPERATIONAL STANDARDS

In addition to all other rights afforded to Franchisor under this Agreement, in connection with any, each, and every violation of any term, provision, and/or operational requirement as set forth in this Article 7 (an "Operations Violation"), within 14 days of Franchisor's invoice, Franchisee shall pay to Franchisor an operations non-compliance fee (the "Operations Non-Compliance Fee") in the amount of: (a) \$1,000 for each and every instance/event related to an Operations Violation involving the sale of services and/or products that are not Approved Services and Products; (b) \$1,000 for each and every instance/event related to an Operations Violation involving the failure to exclusively use System Supplies, and/or Franchisor designated suppliers; and (c) \$450 for all other Operations Violation. Additionally, in each of the foregoing instances, within 14 days of Franchisor's invoice, Franchisee shall pay to Franchisor all costs and expenses incurred by Franchisor in connection with any inspections, audits, and/or re-inspections directed and/or undertaken by Franchisor for the purpose, as determined by Franchisor in Franchisor's Reasonable Business Judgment, of determining whether or not Franchisee's Operations Violation has been cured in accordance with Franchisor's standards and specifications. The foregoing does not constitute Franchisor's consent to and/or acquiescence to Operations Violations. Nothing contained in this Article 7.J. shall be interpreted as interfering with and/or negating Franchisor's rights and remedies as set forth in Article 16, and as otherwise set forth in this Agreement. All rights and remedies of Franchisor are cumulative and shall be interpreted as cumulative to one another.

ARTICLE 8 **INSURANCE**

Franchisee, at Franchisee's sole expense, must purchase and maintain in full force at all times during the Term of this Agreement an insurance policy or policies protecting Franchisee as named insured and naming, as additional insureds, Franchisor, Franchisor's affiliates, Franchisor's successors and assigns, and the officers, directors, shareholders, partners, agents,

representatives, independent contractors and employees of Franchisor. The policy or policies must be written by a carrier or carriers with an A.M. Best Rating of at least A-, VII and reasonably acceptable to Franchisor. From time to time Franchisor may designate preferred insurance brokers and insurance carriers.

The currently required insurance policies, insurance coverage requirements, and insurance coverage amounts are designated and set forth in the Operations Manual. Franchisor may, in Franchisor's Reasonable Business Judgment, periodically change the amounts of coverage required under such insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. Notwithstanding the immediately foregoing sentence, Franchisor shall not increase such minimum coverage more than once every two years. All public liability and property damages policies must contain a provision that Franchisor is entitled to recover under these policies on any loss occasioned to Franchisor, Franchisor's affiliates, Franchisor's successors and assigns, and the officers, directors, shareholders, members, owners, partners, agents, representatives, independent contractors, and employees of Franchisor by reason of the negligence of Franchisee and/or Franchisee's officers, directors, shareholders, members, owners, partners, agents, representatives, independent contractors, and employees. By the earlier of 90 days after the Effective Date or prior to the commencement of the Training Program, Franchisee must deliver, or cause to be delivered, to Franchisor a copy of the certificates of insurance demonstrating Franchisee's compliance with this Article 8. All insurance policies required must expressly provide that no less than 30 days' prior written notice shall be given to Franchisor in the event of a material alteration to, or cancellation of, any insurance policy Franchisee is required to maintain in accordance with this Agreement.

In the event Franchisee fails, for any reason, to procure or maintain the insurance required by this Agreement, then Franchisor has the right and authority (but not the obligation) to immediately procure insurance and charge all costs, fees, and expenses associated with same to Franchisee, which such charges, together with a reasonable administrative fee for Franchisor's expenses in so acting, shall be immediately payable by Franchisee to Franchisor upon demand. The foregoing remedies are in addition to any other remedies Franchisor may have under this Agreement, at law, or in equity.

ARTICLE 9

BRAND DEVELOPMENT AND MARKETING

Franchisor is not required to conduct any marketing on behalf of Franchisee or the System.

9.A. BRAND DEVELOPMENT FUND

At all times and from time to time, as determined by Franchisor, in Franchisor's Reasonable Business Judgment, Franchisor may institute, implement, maintain, delegate and administer a brand development fund (the "Brand Development Fund"). Franchisee shall pay to Franchisor an annual Brand Development Fund fee (the "Brand Development Fund Fee") based on the total number of Territories comprising Franchisee's Operating Territory, in accordance with the following schedule: \$3,000 per year for 1 Territory; \$6,000 per year for 2 Territories; and \$9,000 per year for 3 Territories.

The following shall apply to the Brand Development Fund at all times throughout the Term:

(1) If Franchisor institutes the Brand Development Fund, Franchisee shall pay, on the Due Date, a mandatory and continuing annual fee to the Brand Development Fund (the "Brand Development Fund Fee") for each annual Accounting Period. The Brand Development Fund Fee shall be determined based on the total number of Territories comprising Franchisee's Operating Territory as of January 1 of the applicable calendar year and shall be debited automatically from Franchisee's bank account by ACH or such other means as Franchisor may designate from time to time.

(2) Franchisor, in Franchisor's Reasonable Business Judgment may increase the Brand Development Fund Fee on an annual basis, provided that any such annual increase shall not exceed the percentage increase in the Consumer Price Index ("CPI") published by the United States Bureau of Labor Statistics for the immediately preceding calendar year.

Franchisor shall provide Franchisee with written notice of any annual CPI-based increase to the Brand Development Fund Fee no later than 30 days prior to the commencement of the applicable annual Accounting Period in which such increase takes effect;

(3) Franchisor will provide Franchisee with written notice of the applicable Brand Development Fund Fee, determined based on the number of Territories comprising Franchisee's Operating Territory, that Franchisee is required to contribute to the Brand Development Fund. Upon such written notice to Franchisee, the fixed dollar amount to be paid by Franchisee to the Brand Development Fund will be applicable for each and every annual Accounting Period thereafter during the Term until otherwise designated by Franchisor in writing. The Brand Development Fund Fee shall be paid to Franchisor on the Due Date and in accordance with the payment terms and method set forth in Article 5.B. for the payment of Royalty Fees or as otherwise designated by Franchisor;

(4) Franchisor, in Franchisor's Reasonable Business Judgment, shall direct all advertising, media placement, marketing and public relations programs and activities financed by the Brand Development Fund, with sole discretion over the strategic direction, creative concepts, materials, and endorsements used by the Brand Development Fund, and the geographic, market, and media placement and allocation thereof. Without limiting the foregoing, the Brand Development Fund may also be utilized for evaluation and monitoring of the Business Management Systems, maintenance and upgrades to the System Website, and development of Digital Media;

(5) Franchisee agrees that the purpose of the advertising, media, marketing and activities financed by the Brand Development Fund is and shall be for the general enhancement of the System brand as associated with the Licensed Marks and general public brand recognition and awareness of the Licensed Marks. The Brand Development Fund will not be utilized to directly or indirectly market or promote the Franchised Business or, unless otherwise directed by Franchisor, in Franchisor's Reasonable Business Judgment, pay for media placements that may benefit or include any media market that includes Franchisee's Administrative Office or Operating Territory;

(6) Franchisee agrees that the Brand Development Fund may be used to pay various costs and expenses of Franchisor for such reasonable salaries, wages, administrative costs and overhead as Franchisor may incur in activities reasonably related to the administration, activities and/or the brand awareness goals of the Brand Development Fund including expenses incurred by Franchisor for advertising, advertising councils, franchisee advisory councils, marketing, product and service testing, product and service development, maintenance, evaluation and monitoring of the Business Management Systems, upgrades to the System Website, development of Digital Media and creative development that is internally administered or prepared by Franchisor and other marketing activities made by Franchisor, provided, however, that salary expenses for Franchisor's personnel paid by the Brand Development Fund shall be commensurate with the amount of that time spent by such personnel on Brand Development Fund matters. Franchisor shall not use contributions to the Brand Development Fund to defray any of Franchisor's general operating expenses, except for such reasonable salaries, administrative costs and overhead as Franchisor may incur in activities reasonably related to the administration and activities of the Brand Development Fund and creation or conduct of its marketing programs including, without limitation, conducting market research, preparing advertising and marketing materials and collecting and accounting for contributions to the Brand Development Fund. Franchisor may spend in a fiscal year an amount greater or less than the aggregate contributions of all Wild Bill's Businesses to the Brand Development Fund in that year;

(7) Franchisee agrees to participate in all advertising, marketing, promotions, research and public relations programs instituted by the Brand Development Fund;

(8) Wild Bill's Businesses owned by Franchisor or Franchisor's affiliates are not required to pay any Brand Development Fund Fee or contribute to or make any contribution to the Brand Development Fund;

(9) Franchisee and Franchisor acknowledge and agree that (a) the Brand Development Fund is not a trust, (b) Franchisor is not a trustee or fiduciary of the Brand Development

Fund, and (c) Franchisor may deposit and maintain any and all funds of the Brand Development Fund Fee in Franchisor's general accounts. Brand Development Fund Fees are not required to be segregated from other assets or accounts of Franchisor. The Brand Development Fund is not required to expend Brand Development Fund Fees in the year that they are collected and the Brand Development Fund may borrow from Franchisor or other lenders at standard commercial interest rates to cover deficits of the Brand Development Fund, and Franchisor may cause the Brand Development Fund to invest any surplus for future use by the Brand Development Fund. All interest earned on monies contributed to the Brand Development Fund will be used to pay costs of the Brand Development Fund before other assets of the Brand Development Fund are expended. A summary statement of monies collected and costs incurred by the Brand Development Fund for Franchisor's immediately preceding fiscal year shall be made available to Franchisee upon Franchisee's written request. Franchisor will have the right to cause the Brand Development Fund to be incorporated or operated through an entity separate from Franchisor at such time as Franchisor deems appropriate, and such successor entity shall have all rights and duties of Franchisor pursuant to this Article 9.A.;

(10) Although Franchisor will endeavor to utilize the Brand Development Fund to develop advertising and marketing materials and programs, Franchisor undertakes no obligation to ensure that expenditures by the Brand Development Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Brand Development Fund by Wild Bill's Businesses operating in that geographic area or that any Wild Bill's Businesses will benefit directly or in proportion to its contribution to the Brand Development Fund from the development of advertising and marketing materials. Franchisor may use the Brand Development Fund to promote or benefit any type of Wild Bill's Businesses in the System. Franchisor may use the Brand Development Fund to promote or benefit Wild Bill's Businesses located within a particular region of the United States. Franchisee agrees that Franchisee's failure to derive any such benefit will not serve as a basis for a reduction or elimination of its obligation to contribute to the Brand Development Fund. Franchisee agrees that the failure (whether with or without Franchisor's permission) of any other franchisee to make the appropriate amount of contributions to the Brand Development Fund shall not in any way release Franchisee from or reduce Franchisee's obligations under this Article 9, such obligations being separate and independent obligations of Franchisee under this Agreement. Except as expressly provided in this Article 9, Franchisor assumes no direct or indirect liability, responsibility, or obligation to Franchisee with respect to the maintenance, direction, and/or administration of the Brand Development Fund; and

(11) Franchisor, in Franchisor's Reasonable Business Judgment, may establish a council to provide guidance respecting the administration of the Brand Development Fund and marketing matters concerning the Brand Development Fund. The council shall only serve in an advisory capacity and Franchisor shall select members of the council which may be comprised of employees of Franchisor, Franchisor, franchisees of the System and third parties.

9.B. LOCAL MARKETING

On an on-going basis and in accordance with Franchisor's System requirements, Franchisee must market and promote the Franchised Business within Franchisee's Operating Territory. Prior to engaging in any local marketing and, on an on-going basis, Franchisee must obtain Franchisor's written consent as to all local marketing initiatives and efforts. Franchisor reserves the right to reject any and all marketing efforts requested by Franchisee and to prescribe all marketing, marketing media, marketing channels, promotions, copy, creative, and messaging that Franchisee may or may not use in Franchisee's marketing of the Franchised Business. Franchisee further agrees that:

(1) In addition to calendar year monthly reports, Franchisee shall provide Franchisor with monthly reports documenting Franchisee's marketing initiatives, expenses incurred, placements secured, and other metrics and financial information as designated by Franchisor;

(2) Prior to opening the Franchised Business, Franchisee shall submit to Franchisor, Franchisee's initial marketing plan for review and approval by Franchisor.

(3) Franchisee's marketing efforts and the distribution of each marketing channel and media engaged by Franchisee must be directly targeted to Franchisee's Operating Territory. Franchisee shall not direct or target Franchisee's marketing efforts with the purpose or effect of soliciting or attracting customers outside of Franchisee's Operating Territory. To the extent that Franchisee's marketing efforts involve a marketing medium or distribution channel that is targeted to Franchisee's Operating Territory but reaches outside of and beyond Franchisee's Operating Territory Franchisor, in Franchisor's Reasonable Business Judgment, shall have the right to direct and require Franchisee to discontinue such marketing;

(4) Franchisee grants to Franchisor the right, without compensation to Franchisee, to use Franchisee's name, address, photograph, and biographical information in any publication related to the System, including in relation to the sale of Wild Bill's Business franchises; and

(5) Franchisee grants to Franchisor the right to use of Franchisee's financial data and information related to the financial performance of the Franchised Business for reporting purposes within Franchisor's publicly issued and published Franchise Disclosure Document, including in relation to the sale of franchises.

9.C. REQUIRED FRANCHISOR APPROVAL OF ALL MARKETING

All marketing and promotion of the Franchised Business and all marketing media, campaigns, marketing channels, and efforts used by Franchisee must conform to Franchisor's standards and specifications as set forth in the Operations Manual or, as may be otherwise directed by Franchisor in writing from time to time. If Franchisee wishes to propose to Franchisor for approval or disapproval marketing or promotional efforts, campaigns, and/or media that are not presently and expressly approved and authorized by Franchisor, Franchisee shall submit a written request, including samples of all proposed marketing materials and a description of the marketing channels and distribution to Franchisor for Franchisor's approval or disapproval, that shall be at the sole discretion of Franchisor, in Franchisor's Reasonable Business Judgment. Provided that Franchisee has satisfied the written notice requirements set forth in this Article 9.C. and provided that Franchisee otherwise timely responds in writing to any and all requests by Franchisor for additional information, if Franchisor does not notify Franchisee that Franchisor disapproves the materials within 15 days from the date Franchisor receives the materials, then Franchisee may commence using the materials. However, Franchisor may still disapprove such materials by notice to Franchisee, and Franchisee must then cease using such materials upon receipt of such notice. Franchisee must not use any advertising or promotional materials that Franchisor has disapproved.

9.D. WAIVERS OR DEFERRALS

On written request from Franchisee with reasons supporting such request, Franchisor may, at Franchisor's sole discretion and on conditions Franchisor deems appropriate, temporarily waive or defer the obligations of Franchisee under the Brand Development Fund and/or, if applicable, Advertising Cooperative. In no event shall such waiver or deferral extend beyond six months. However, at the end of any waiver or deferral period, Franchisee may resubmit a request for waiver or deferral of its obligations under the Brand Development Fund and/or, if applicable, Advertising Cooperative. Franchisor shall not be under any obligation to grant any waiver or deferral. Franchisor may reject Franchisee's request for a waiver or deferral based on any reason or no reason at all and, nevertheless grant the request of another system franchisee.

9.E. DIGITAL MEDIA AND WEBSITE PROHIBITIONS

Franchisee's use of Digital Media shall be subject to and require Franchisor's express written consent which shall and may be withheld by Franchisor for any or no reason at all. Without limitation to the foregoing, Franchisee possesses no right or authority to utilize Digital Media and Franchisee agrees that Franchisor reserves all rights respecting the marketing, sale and distribution of Approved Services and Products through Digital Media. Franchisee agrees that all Digital Media and Digital Media accounts associated with and/or relating to the Franchised Business and/or the System shall, upon demand of Franchisor, be transferred to Franchisor. Upon execution of this Agreement and any and all future dates demanded by Franchisor, Franchisee shall execute and deliver to Franchisor the Assignment of Telephone Numbers and Digital Media Accounts agreement attached to this Agreement as Exhibit 3. The foregoing shall not be interpreted or construed as permitting Franchisee to establish, designate, utilize and/or otherwise establish accounts as to Digital Media respecting and/or concerning the Franchised

9.F. NO MARKETING OUTSIDE FRANCHISEE OPERATING TERRITORY

Franchisee agrees that Franchisee's marketing and Marketing Media must be directed toward Franchisee's Operating Territory and that Franchisee shall not cause, authorize or engage in any Media Distribution to customers, potential customers and/or customer referral sources outside of Franchisee's Operating Territory, unless: (a) such Media Distribution is a joint distribution with other Wild Bill's Businesses and is authorized by Franchisor in writing; and (b) Franchisor, in Franchisor's Reasonable Business Judgment, otherwise agrees to same in writing.

ARTICLE 10 **RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION**

10.A. INDEPENDENT CONTRACTORS

This Agreement does not create a fiduciary relationship between Franchisor and Franchisee, Franchisor and Franchisee are independent contractors, and nothing in this Agreement is intended to make either party a general or special agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose. The parties' relationship is strictly a Franchisor and Franchisee relationship. Franchisee is the sole employer of the employees of the Franchised Business. Franchisee has the sole right to select, hire and discharge Franchisee's employees. Franchisee is responsible for all decisions regarding hiring, firing, training, supervising, disciplining, scheduling and paying wages to, and withholding and paying taxes for Franchisee's employees. Franchisee, each Owner, each Spouse, and Franchisee's officers, directors, manager, agents, representatives, independent contractors and employees shall not be construed, considered, or represented as Franchisor's employees, representatives, or agents. There is no joint employer relationship between Franchisor and Franchisee or Franchisee's employees. Franchisee's compliance with all federal, state and local labor laws rules and regulations shall be exclusively determined and managed by Franchisee. To the extent that the Operations Manual includes information, specifications, procedures, criteria and/or requirements as to employees of the Franchised Business, such requirements shall be interpreted exclusively for the purpose of maintaining brand standards associated with the System, to protect the good will associated with the System, and to ensure System uniformity requirements and standards concerning the Approved Services and Products, and under no circumstance shall same relate to the employer-employee relationship. As to the foregoing issue of "joint employer" and the non-existence thereof, in the event of any inconsistency or conflict between this Agreement and the Operations Manual, the terms of this Agreement shall take precedence and govern.

Franchisee must conspicuously identify itself at the premises of the Franchised Business and in all dealings with customers, lessors, contractors, suppliers, public officials and others as the owner of a Wild Bill's Business under a franchise from Franchisor, and Franchisee must place other notices of independent ownership on signs, forms, stationery, advertising and other materials as Franchisor requires.

Franchisee must not employ any Licensed Mark in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument, or other legal obligation. Franchisee must not employ any Licensed Mark in a manner that is likely to result in liability of Franchisor for any indebtedness, action, inaction, or obligation of Franchisee.

Franchisor and Franchisee shall not make any express or implied agreements, guaranties or representations, or incur any debt, in the name, or on behalf, of the other. Franchisor and Franchisee shall not represent that their relationship is anything other than franchisor and franchisee. Franchisor and Franchisee shall not be obligated by, or have any liability under, any agreements or representations made by the other that are not expressly authorized. Franchisor shall not be obligated for any damages to any person or property directly or indirectly arising out of the operation of the Franchised Business, whether or not caused by Franchisee's negligent, willful act or failure to act.

Franchisor shall have no liability for any sales, use, excise, gross receipts, property or other taxes, whether levied upon Franchisee, the Franchised Business or its assets, or upon Franchisor in connection with sales made, services performed or business conducted by

Franchisee.

10.B. INDEMNIFICATION BY FRANCHISEE

Franchisee and each Owner shall indemnify, defend through counsel acceptable to Franchisor, and hold Franchisor, Franchisor's affiliates, and their respective officers, directors, shareholders, members, owners, partners, agents, representatives, independent contractors, employees, assigns and successors (the "Franchisor Indemnified Parties") harmless from all losses, expenses, claims, causes of action, lawsuits, liabilities, taxes, costs, demands, proceedings, investigations, hearings, and/or damages arising out of, or relating to, the Franchised Business (including, without limitation, the ownership and operation of the Franchised Business), unless such loss, expense, claim, cause of action, lawsuit, liability, tax, cost, demand, proceeding, or damage is solely due to Franchisor's gross negligence, and Franchisee shall pay all of the Franchisor Indemnified Parties' reasonable costs, fees and expenses of defending any such claim, cause of action, lawsuit, demand, proceeding, investigation, and/or hearing brought against any of the Franchisor Indemnified Parties or any such claim, cause of action, lawsuit, demand, proceeding, investigation, and/or hearing in which any of the Franchisor Indemnified Parties is named as a party, including, without limitation, reasonable accountant fees, attorney fees, and expert witness fees, court costs, deposition fees, travel expenses and other litigation expenses. At the expense and risk of Franchisee and each Owner, Franchisor may elect to assume (but is not obligated to undertake) the defense and/or settlement of any action, lawsuit, proceeding, claim, or demand. Such an election by Franchisor to assume its defense shall not diminish the obligation of Franchisee and each Owner to indemnify, defend and hold harmless Franchisor. Franchisee and each Owner acknowledge and agree that the terms of this Article 10.B. shall survive the termination, expiration or Transfer of this Agreement. Franchisor Indemnified Parties are not required or obligated to seek recovery from third parties or otherwise mitigate their respective losses in order to maintain a claim against Franchisee or any Owner. Franchisee and each of the Owners agree that Franchisor's failure to pursue recovery or mitigate loss in no way reduces the amounts recoverable from Franchisee or any Owner.

10.C. INDEMNIFICATION BY FRANCHISOR

Franchisor shall indemnify, defend, and hold Franchisee and Franchisee's officers, directors, shareholders, members, owners, partners, agents, representatives, independent contractors, employees, assigns and successors (the "Franchisee Indemnified Parties") harmless from all losses, expenses, claims, causes of action, lawsuits, liabilities, taxes, costs, demands, proceedings, investigations, hearings, and/or damages solely arising out of, or solely relating to, Franchisor's gross negligence in the operation of Franchisee's Wild Bill's Business that was the direct cause of any such loss, expense, liability or damage provided Franchisee immediately notifies Franchisor of such claim, cause of action, lawsuit, demand, proceeding, investigation or hearing, and Franchisor shall pay all of the Franchisee Indemnified Parties' reasonable costs, fees and expenses of defending any such claim, cause of action, lawsuit, demand, proceeding, investigation, and/or hearing brought against any of the Franchisee Indemnified Parties or any such claim, cause of action, lawsuit, demand, proceeding, investigation, and/or hearing in which any of the Franchisee Indemnified Parties is named as a party, including, without limitation, reasonable accountant fees, attorney fees, and expert witness fees, court costs, deposition fees, travel expenses and other litigation expenses provided Franchisee immediately notifies Franchisor of such claim, cause of action, lawsuit, demand, proceeding, investigation or hearing. Franchisor agrees that the terms of this Article 10.C. shall survive the termination, expiration or Transfer of this Agreement.

ARTICLE 11 **LICENSED MARKS AND SYSTEM**

11.A. OWNERSHIP AND GOODWILL

Franchisee agrees that Franchisor is the owner of all right, title and interest in and to the Licensed Marks, the System, Web Based Media, Published Content and the goodwill associated with the Licensed Marks and the System. Except as otherwise specifically provided in this Agreement, Franchisee agrees that Franchisee possesses no interest or right, whatsoever, in or to the Licensed Marks, the System, Web Based Media, Published Content and the goodwill associated with the Licensed Marks and the System, and Franchisee's right to use the Licensed Marks and the System is derived solely from this Agreement. Any unauthorized use of the Licensed Marks and/or the System by Franchisee or any of Franchisee's affiliates shall constitute an infringement of the rights of Franchisor in and to the

Licensed Marks and/or the System. Franchisee agrees that all usage of the Licensed Marks and/or the System by Franchisee, and all goodwill associated with the Licensed Marks and System, shall exclusively benefit Franchisor without granting any goodwill interests or rights to Franchisee except for Franchisee's non-exclusive interest and limited right to use the Licensed Marks and the System in the operation of the Franchised Business, subject to the terms and conditions of this Agreement. Franchisee shall not, at any time during the Term or after the expiration, termination or Transfer of this Agreement, contest the validity or ownership of the Licensed Marks, the System, Web Based Media, Published Content, and/or the goodwill associated with the Licensed Marks and the System, and at no time shall Franchisee assist any other person in contesting the validity or ownership of the Licensed Marks, the System, Web Based Media, Published Content, and/or the goodwill associated with the Licensed Marks and the System. Franchisee and each Owner shall not take any action that prejudices or interferes with the validity of Franchisor's rights with respect to Licensed Marks, the System, Web Based Media, Published Content, and/or the goodwill associated with the Licensed Marks and the System.

11.B. USE OF THE LICENSED MARKS

Franchisee agrees that the Licensed Marks shall be the sole identification of the Franchised Business. Franchisee must operate, advertise and market the Franchised Business only under the Licensed Marks as designated and specified by Franchisor in Franchisor's Reasonable Business Judgment. Franchisee shall not use the Licensed Marks as part of its corporate or other legal name, and Franchisee shall not use the Licensed Marks with modifying words, terms, designs, or symbols, or in any modified form. Franchisee shall comply with Franchisor's instructions in filing and maintaining their requisite trade name or fictitious name registrations as may be required by applicable law.

11.C. NOTIFICATION OF INFRINGEMENT AND CLAIMS

Franchisee must notify Franchisor immediately in writing of any apparent infringement of or challenge to Franchisee's use of any Licensed Mark, the System, or claim by any person of any rights in any Licensed Mark, System feature or component or any similar trade name, trademark or service mark of which Franchisee becomes aware. Franchisee must not communicate with any person other than Franchisor and its counsel in connection with any infringement, challenge or claim. Franchisor and/or its licensor has sole discretion to take any action it deems appropriate and the right to exclusively control any litigation or administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any Licensed Mark. Franchisee agrees to execute all documents, render assistance and take all actions as may be necessary or advisable to protect and maintain the interests of Franchisor and/or its licensor in any litigation or other administrative proceeding or to otherwise protect and maintain the interests of Franchisor and/or its licensor in the Licensed Marks. Franchisor will reimburse Franchisee for reasonable direct expenses incurred by Franchisee in assisting Franchisor in any such litigation or administrative proceeding.

11.D. DISCONTINUANCE OF USE OF LICENSED MARKS

Franchisee agrees that at any time should Franchisor determine, in Franchisor's sole discretion and based on Franchisor's Reasonable Business Judgment, that it is advisable for Franchisor, the System, and/or Franchisee to replace, modify, substitute, and/or discontinue use of any Licensed Marks, then Franchisee shall comply with Franchisor's determination and instructions as to the replacement, modification, substitution, and/or discontinuance of such Licensed Marks. Franchisee shall comply within the foregoing requirements within a reasonable time period after notice by Franchisor. If Franchisee is required to take action pursuant to instruction by Franchisor pursuant to this Article 11.D. or, if Franchisee is otherwise required to replace, modify, substitute, and/or discontinue use of any Licensed Marks, the sole liability and obligation of Franchisor to Franchisee shall be to reimburse Franchisee for the reasonable and direct costs incurred by Franchisee in complying with this obligation, which Franchisee shall document to the satisfaction of Franchisor. Franchisor maintains the exclusive right, in Franchisor's Reasonable Business Judgment, to, in whole or in part, replace, modify, substitute and/or discontinue any and all features and/or components of the Licensed Marks and/or the System at any time.

11.E. INDEMNIFICATION OF FRANCHISEE

If Franchisee is sued in a legal proceeding or is threatened with legal action and/or a notice of infringement by a third party where the claims and/or causes of action directly relate to a third

party claiming trademark infringement, unfair competition, and/or trademark dilution as a result of Franchisee's use of the Licensed Marks in accordance with the terms of this Agreement and the System (the "IP Claim"), then Franchisor shall indemnify Franchisee for the reasonable and direct costs incurred by Franchisee and/or a judgment entered against Franchisee, provided: (a) Franchisee immediately notified Franchisor of the IP Claim by a written notice sent to Franchisor via priority overnight courier; (b) Franchisee provided and afforded Franchisor the absolute opportunity and right to defend against the IP Claim and to select and appoint legal counsel of Franchisor's choosing; and (c) Franchisee utilized the Licensed Marks in accordance with the terms of this Agreement and the System. Franchisee agrees that time is of the essence with respect to notifying Franchisor of the IP Claim in accordance with this Agreement, including this Article 11.E.

11.F. OWNERSHIP OF INNOVATIONS, IMPROVEMENTS AND INFORMATION

Franchisee agrees that with regard to the Franchised Business, all customer lists, including the contents and information contained in all customer lists, constitute Confidential Information and an asset of Franchisor whether or not such information was supplied by Franchisor. During the Term, and in connection with the development, establishment, marketing, promotion and operation of the Franchised Business, Franchisee shall disclose to Franchisor all of Franchisee's ideas, concepts, methods, and products conceived or developed by Franchisee, any Owner, and/or Franchisee's affiliates, officers, directors, shareholders, partners, agents, members, representatives, independent contractors, servants and employees relating to the development and operation of Wild Bill's Businesses and the System. Franchisee hereby assigns to Franchisor, and Franchisee agrees to procure an assignment of any such ideas, concepts, methods, and products that Franchisee is required to disclose to Franchisor under this Article 11.F, from each Owner and Franchisee's affiliates, officers, directors, shareholders, partners, agents, members, representatives, independent contractors, servants and employees. Franchisor shall have no obligation to tender any lump sum payment, on-going payments, or any other consideration to Franchisee, any Owner, each Owner and Franchisee's affiliates, officers, directors, shareholders, partners, agents, members, representatives, independent contractors, servants and employees with respect to any such idea, concept, method, technique or product. Franchisee agrees that Franchisee shall not use, or allow any other person or entity to use, any such concept, method, technique, or product without obtaining Franchisor's prior written approval.

ARTICLE 12 **RECORDS AND REPORTS**

12.A. MAINTENANCE AND PRESERVATION OF RECORDS

Franchisee shall maintain during the Term and preserve for at least three years from the dates of their preparation, full, complete and accurate books, records, and accounts from the Franchised Business. Such records shall be maintained and preserved in the form and manner by Franchisor in the Operations Manual or otherwise in writing.

12.B. REPORTING OBLIGATIONS

In addition to the reporting obligations otherwise set forth in this Agreement, Franchisee agrees to the following additional reporting obligations that shall include all of the data and information requested by Franchisor, in Franchisor's Reasonable Business Judgment, and as may be modified by Franchisor from time to time:

(1) Royalty and Activity Reports – on the Due Date each month, Franchisee shall report, transmit, confirm, and/or otherwise make available to Franchisor, the Royalty and Activity Report as designated by Franchisor and in accordance with the terms of this Agreement.

(2) Monthly Financial Statements and Reports – within 30 days of the end of each calendar month Franchisee shall submit to Franchisor monthly financial statements and other reports related to the operations of the Franchised business including, but not limited to, income statement, statement of cash flows, balance sheet, and other operational reports designated by Franchisor. Franchisee represents that the financial statements, information, and reports submitted to and/or made available to Franchisor shall be and remain true and accurate. The financial statements must be prepared in accordance with GAAP and, additionally, shall reconcile Gross Sales per GAAP to Gross Sales per this Agreement;

(3) Annual Financial Statements and Reports – within 60 days of the end of each calendar year, Franchisee shall submit to Franchisor Franchisee's annual financial statements and other reports related to the operations of the Franchised business including, but not limited to, income statement, statement of cash flows, balance sheet, and other operational reports designated by Franchisor. The financial statements must be prepared by a licensed CPA and in accordance with GAAP and, additionally, shall reconcile Gross Sales per GAAP to Gross Sales per this Agreement;

(4) Tax Returns – Franchisee shall provide to Franchisor, Franchisee's annual federal, state and local tax returns as same are prepared and submitted to the applicable federal, state and local entities. Said tax returns shall be submitted to Franchisor within 45 days of Franchisee or Franchisee's agent filing such returns with the applicable federal, state and local entities; and

(5) Other Reports – Franchisee shall timely submit to Franchisor, all other forms, reports, records, information, and data as Franchisor may reasonably request in writing or as otherwise set forth in the Operations Manual.

12.C. REMEDIES FOR NON-COMPLIANCE WITH RECORDS AND REPORTING

In addition to all other rights afforded to Franchisor under this Agreement, in connection with any, each, and every violation of any term, provision, and/or operational requirement as set forth in this Article 12 (a "Reporting Violation"), within 14 days of Franchisor's invoice, Franchisee shall pay to Franchisor a reporting non-compliance fee (the "Reporting Non-Compliance Fee") in the amount of \$150 for each and every failure to timely submit a report and/or record as set forth in this Article 12. The foregoing does not constitute Franchisor's consent to and/or acquiescence to Reporting Violations. Nothing contained in this Article 12.C. shall be interpreted as interfering with and/or negating Franchisor's rights and remedies as set forth in Article 16 and as otherwise set forth in this Agreement. All rights and remedies of Franchisor are cumulative and shall be interpreted as cumulative to one another.

ARTICLE 13 **INSPECTION AND AUDITS**

13.A. FRANCHISOR'S RIGHT TO INSPECT

Franchisor has the right at any time during business hours, and without prior notice to Franchisee, to inspect Franchisee's non-residential Administrative Office, Service Vehicles, Mobile Stands, and System Supplies. Franchisee shall fully cooperate with representatives of Franchisor making any inspection and permit such representatives of Franchisor to take photographs, videos, and/or recordings of the Franchised Business, operations of the Franchised Business, interview employees and customers of the Franchised Business, conduct secret-shopper inspections, and other inspections either with or without notice to Franchisee. Franchisor shall undertake reasonable efforts to minimize the impact of any inspection on the operations of the Franchised Business.

13.B. FRANCHISOR'S RIGHT TO EXAMINE BOOKS AND RECORDS

Franchisor has the right at any time during business hours, and without prior notice to Franchisee, to examine or audit, or cause to be examined or audited by a third party, the business records, cash control devices, bookkeeping and accounting records, bank statements, sales and income tax records and returns, and other books, statements, and records of the Franchised Business and Franchisee. Franchisee shall maintain complete and accurate copies all such books, statements, records and supporting documents at all times at Franchisee's Administrative Office. Franchisee must fully cooperate with Franchisor, representatives of Franchisor, and third parties hired by Franchisor to conduct any such examination or audit. In the event Franchisor's examination of Franchisee's records reveals that Franchisee underreported any figure to Franchisor by more than 2%, then Franchisee shall reimburse to Franchisor, all of Franchisor's costs in connection with Franchisor's audit/examination.

ARTICLE 14 **TRANSFER OF INTEREST**

14.A. TRANSFER BY THE FRANCHISOR

At all times, Franchisor possesses and maintains the sole, absolute and unilateral right to

Transfer and/or assign this Agreement, Franchisor's rights and obligations under this Agreement, and the Ancillary Agreements, in whole and/or in part (for any purpose and in any form of transaction as may be designated and/or elected by Franchisor, in Franchisor's sole discretion) to any person, entity, Corporate Entity and/or third party without the consent of Franchisee and without the approval of Franchisee or any other party. Nothing contained in this Agreement shall prevent, prohibit, restrict, hinder, enjoin or otherwise restrain Franchisor from selling, transferring, conveying, or assigning this Agreement and the Ancillary Agreements, and/or Franchisor's rights and obligations under this Agreement and the Ancillary Agreements, to any person, entity, Corporate Entity or other third party. Franchisor has an unrestricted and unequivocal right to Transfer and/or assign any of its rights or obligations under this Agreement and the Ancillary Agreements, in whole or in part, in Franchisor's sole discretion. In the event Franchisor Transfers and/or assigns this Agreement and/or the Ancillary Agreements, and/or any or all of Franchisor's rights and obligations set forth in this Agreement and/or the Ancillary Agreements, to a person, an entity, Corporate Entity, or other third party, this Agreement and the Ancillary Agreements, shall survive, remain in full force and effect, and inure to the benefit of the purchaser, transferee, conveyee, and/or assignee of this Agreement and/or the Ancillary Agreements and/or Franchisor's rights and obligations under this Agreement and/or the Ancillary Agreements.

14.B. FRANCHISEE MAY NOT TRANSFER WITHOUT FRANCHISOR APPROVAL

Franchisee agrees, and, Franchisee represents and warrants that Franchisee's Owners understand and agree, that the rights and duties set forth in this Agreement are personal to Franchisee and each Owner. Therefore, Franchisee agrees that:

(1) No ownership interest of any Owner in Franchisee may be Transferred without the prior written consent of Franchisor;

(2) No obligations, rights or interest of Franchisee in (a) this Agreement, (b) the Franchised Business, or (c) all or substantially all of the assets of the Franchised Business may be Transferred without the prior written consent of Franchisor. This restriction shall not prohibit Franchisee from granting a mortgage, charge, lien, or security interest in the assets of the Franchised Business or this Agreement for the exclusive purpose of securing financing for the initial development (occurring prior to the Actual Opening Date) of the Franchised Business;

(3) Without limitation to the foregoing, any Transfer by Franchisee respecting and/or relating to this Agreement and/or the Franchised Business and/or assets associated with the Franchised Business will require the prior written consent of Franchisor where such Transfer occurs by virtue of: (a) divorce or legal dissolution of marriage; (b) insolvency; (c) dissolution of a Corporate Entity; (d) last will and testament; (e) intestate succession; or (f) declaration of, or transfer in trust;

(4) Any purported Transfer without the written consent of Franchisor, or otherwise in violation of this Agreement including, but not limited to this Article 14.B. shall constitute a breach of this Agreement and shall convey to the transferee no rights or interests in this Agreement; and

(5) In the event of a Transfer of this Agreement that is approved by Franchisor, Franchisee shall not be relieved of Franchisee's obligations under this Agreement whether said obligations accrued and/or arose prior to and/or after the date of Transfer.

14.C. CONDITIONS FOR APPROVAL OF TRANSFER

Provided Franchisee and each Owner and Spouse, respectively, are in substantial compliance with this Agreement and the Ancillary Agreements, and Franchisor does not elect to exercise Franchisor's right of first refusal as set forth in Article 14.F. below, Franchisor shall not unreasonably withhold its approval of a Transfer by Franchisee or an Owner. The proposed transferee (including such assignee's owner(s) and spouse(s) if the proposed transferee is a Corporate Entity) must be of good moral character, have sufficient business experience, aptitude and financial resources to own and operate a Wild Bill's Business, and otherwise meet Franchisor's then applicable standards for franchisees as determined by Franchisor in its sole, but reasonable discretion. Furthermore, the proposed transferee and the proposed transferee's owners and spouses may not own or operate, or intend to own or operate, a Competitive

Business. Franchisee agrees that Franchisor may condition approval of a Transfer upon Franchisee's satisfaction (either before, or contemporaneously with, the effective date of the Transfer) of the following:

(1) Franchisee must provide written notice to Franchisor of the proposed Transfer of this Agreement at least 30 days prior to the Transfer, and Franchisee must have also satisfied the obligations set forth in Article 14.F. below;

(2) All accrued monetary obligations of Franchisee and all other outstanding obligations to Franchisor and/or Franchisor's affiliates under this Agreement and the Ancillary Agreements must be satisfied in a timely manner, and Franchisee must satisfy all trade, supplier, and vendor accounts and other debts, of whatever nature or kind, in a timely manner;

(3) Franchisee, each Owner, and each Spouse must not be in default or material breach of this Agreement or the Ancillary Agreements;

(4) The transferee shall be bound by all terms and conditions of this Agreement, and each owner of the transferee and their respective spouses shall personally execute the Franchise Owner and Spouse Agreement and Guaranty in the form attached to this Agreement as Exhibit 1;

(5) All obligations of Franchisee under this Agreement and the Ancillary Agreements shall be assumed by the transferee, each individual owner of transferee, and their respective spouses in a manner satisfactory to Franchisor;

(6) Franchisee, each Owner, and each Spouse must execute the General Release attached to this Agreement as Exhibit 5 releasing Franchisor, Franchisor's affiliates and Franchisor's past and present officers, directors, shareholders, members, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for matters arising on, or before, the effective date of the Transfer;

(7) If the proposed Transfer includes or entails the Transfer of this Agreement, substantially all of the assets of the Franchised Business, a controlling interest in Franchisee, or is one of a series of Transfers which in the aggregate Transfers substantially all of the assets of the Franchised Business or a controlling interest in Franchisee, then, at the election of Franchisor and upon notice from Franchisor to Franchisee, the transferee may be required to execute (and/or, upon Franchisee's request, shall cause all interested parties to execute) for a term ending on the expiration date of the original Term of this Agreement, the then current standard form Franchise Agreement offered to new franchisees of Wild Bill's Businesses and any other agreements as Franchisor requires. Such agreements shall supersede this Agreement and its associated agreement in all respects, and the terms of Franchisor's then current agreements may differ from the terms in this Agreement, provided that such agreements shall provide for the same Royalty Fee, Advertising Contributions, and all other financial or monetary obligations established in this Agreement;

(8) The transferee, at its expense, must improve, modify, refurbish, renovate, remodel, and/or otherwise upgrade Franchisee's non-residential Administrative Office to conform to the then current standards and specifications of Franchisor, and the transferee must complete such improvements, modifications, refurbishments, renovations, remodeling, and/or upgrading within the time period Franchisor reasonably specifies;

(9) Franchisee, each Owner, and each Spouse shall remain liable for all obligations to Franchisor set forth in this Agreement;

(10) At the transferee's expense, the transferee, and the transferee's Managing Owner, managers and/or any other applicable employees of transferee's Wild Bill's Business must complete any training programs then in effect for franchisees of Wild Bill's Businesses upon terms and conditions set forth in this Agreement or as Franchisor otherwise reasonably requires;

(11) Franchisee must pay a fixed sum equal to the greater of: (i) 25% of the then current initial franchise fee, or (ii) \$10,000 to Franchisor (the "Transfer Fee");

(12) Franchisor's approval of the material terms and conditions of the Transfer, and Franchisor determines in Franchisor's Reasonable Business Judgment that the price and terms of payment are not so burdensome as to be detrimental to the future operations of the Franchised Business by the transferee;

(13) Transferee's employees, directors, officers, independent contractors, and agents who will have access to Confidential Information shall execute the Confidentiality Agreement attached hereto as Exhibit 2;

(14) Franchisee entering into an agreement with Franchisor agreeing to subordinate any obligations of transferee to make installment payments of the purchase price to Franchisee to the transferee's obligations to Franchisor, including, without limitation, transferee's obligations with respect to Royalty Fees and Advertising Contributions;

(15) Franchisee and transferee acknowledge and agree that Franchisor's approval of the Transfer indicates only that the transferee meets, or Franchisor waived, the criteria established by Franchisor for franchisees as of the time of such transfer, and Franchisor's approval thereof does not constitute a warranty or guaranty by Franchisor, express or implied, of the suitability of the terms of sale, successful operation, or profitability of the Franchised Business;

(16) Franchisee and transferee acknowledge and agree that Franchisor's approval of the Transfer at issue does not constitute Franchisor's approval of future or other Transfers or the waiver of the requirement that Franchisor must approve such future or other Transfers in accordance with this Agreement;

(17) The Transfer must be made in compliance with all applicable laws;

(18) The Transfer of the Franchised Business, the lease for Franchisee's non-residential Administrative Office (if applicable), and the assets of the Franchised Business shall be made only in conjunction with a Transfer of this Agreement, approved by Franchisor in accordance with and subject to this Article 14 and the terms and conditions of this Agreement; and

(19) Franchisor's consent to a Transfer of any interest that is subject to the restrictions of this Agreement shall not constitute a waiver of any claims it may have against Franchisee or deemed a waiver of Franchisor's right to demand strict and exact compliance with this Agreement by the transferee.

14.D. DEATH OR DISABILITY OF FRANCHISEE OR AN OWNER

(1) If Franchisee is an individual and not a Corporate Entity, upon the death or permanent disability of Franchisee, the executor, administrator, conservator or other personal representative of Franchisee, must appoint a manager that meets the equivalent of an Operating Manager within a reasonable time, which shall not exceed 30 days from the date of death or permanent disability. The appointed manager (as applicable) must serve and qualify as an Operating Manager and attend and successfully complete the Training Program within 60 days of the appointment. If Franchisee's Wild Bill's Business is not being managed by a Franchisor approved Operating Manager (as applicable) within 30 days after such death or permanent disability, Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of Franchisee's Wild Bill's Business for, and on behalf of, Franchisee at Franchisee's sole costs until an approved Operating Manager is able to assume the management and operation of Franchisee's Wild Bill's Business. Franchisor's appointment of a manager for Franchisee's Wild Bill's Business does not relieve Franchisee of its obligations under this Agreement, including this Article 14.D., or constitute a waiver of Franchisor's right to terminate this Agreement pursuant to Article 16, below. At all times, including while Franchisee's Wild Bill's Business may be managed by Franchisor's appointed manager, Franchisor shall not be liable for any debts, losses, costs, or expenses incurred in the operations of Franchisee's Wild Bill's Business or

to any creditor of Franchisee for any products, materials, supplies or services purchased by Franchisee's Wild Bill's Business. Franchisor has the right to charge a reasonable fee (the "Management Service Fees") for such management services and may cease to provide management services at any time.

(2) If Franchisee is a Corporate Entity, upon the death or permanent disability of Franchisee's Managing Owner, the remaining Owners within a reasonable time, which shall not exceed 30 days from the date of death or permanent disability, must appoint a new Managing Owner that is approved by Franchisor. The appointed Managing Owner must attend and successfully complete the Training Program within 60 days of the appointment. If Franchisee's Wild Bill's Business is not being managed by a Franchisor approved Managing Owner (as applicable) within 30 days after such death or permanent disability, Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of Franchisee's Wild Bill's Business for, and on behalf of, Franchisee at Franchisee's sole costs until an approved Managing Owner is able to assume the management and operation of Franchisee's Wild Bill's Business. Franchisor's appointment of a manager for Franchisee's Wild Bill's Business does not relieve Franchisee of its obligations under this Agreement, including this Article 14.D., or constitute a waiver of Franchisor's right to terminate this Agreement pursuant to Article 16, below. At all times, including while Franchisee's Wild Bill's Business may be managed by Franchisor's appointed manager, Franchisor shall not be liable for any debts, losses, costs, or expenses incurred in the operations of Franchisee's Wild Bill's Business or to any creditor of Franchisee for any products, materials, supplies or services purchased by Franchisee's Wild Bill's Business. Franchisor has the right to charge a reasonable fee for such management services and may cease to provide management services at any time. Notwithstanding the foregoing, if Franchisee is a Corporate Entity and the Managing Owner is the only Owner of Franchisee, then Article 14.D.(1) shall apply as if the Managing Owner were the sole individual Franchisee.

(3) Upon the death of Franchisee or any Owner, the executor, administrator, conservator or other personal representative of that deceased person must transfer his interest to a person Franchisor approves within a reasonable time, not to exceed 12 months from the date of death.

(4) If Franchisee is an individual, then in the event of the death or permanent disability of Franchisee, this Agreement may be Transferred to any designated person, heir or beneficiary without the payment of the Transfer Fee. Notwithstanding the immediately foregoing sentence, the Transfer of this Agreement to such transferee of Franchisee shall be subject to the applicable terms and conditions of this Article 14, and the Transfer shall not be valid or effective until Franchisor has received the properly executed legal documents, which Franchisor's attorneys deem necessary to properly and legally document such Transfer of this Agreement. Furthermore, said transferee must agree to be unconditionally bound by the terms and conditions of this Agreement, personally guarantee the performance of Franchisee's obligations under this Agreement, and execute the Franchise Owner and Spouse Agreement and Guaranty attached to this Agreement as Exhibit 1.

14.E. TRANSFER TO WHOLLY OWNED CORPORATE ENTITY

In the event Franchisee is an individual/are individuals, this Agreement may be Transferred by Franchisee to a Corporate Entity (the "Assignee Corporate Entity"), provided that: (a) Franchisee has provided Franchisor with 30 days prior written notice of the proposed Assignment of this Agreement; (b) Franchisee (individually, jointly and severally as to each individual Franchisee) shall sign and be bound by the Franchise Owner and Spouse Agreement and Guaranty attached to this Agreement as Exhibit 1; (c) the Spouse of each Franchisee (individually, jointly and severally as to each individual Spouse) sign and be bound by the Franchise Owner and Spouse Agreement and Guaranty attached to this Agreement as Exhibit 1; (d) Franchisee has provided Franchisor with true and accurate copies of corporate formation documents related to the Assignee Corporate Entity and the ownership of the Assignee Corporate Entity and has further provided Franchisor with all additional documentation as Franchise may request concerning the proposed assignment and/or Assignee Corporate Entity; and (e) Franchisee is otherwise in compliance with the terms and conditions of this Agreement and any Ancillary Agreements. Franchisee agrees that an assignment to an Assignee Corporate Entity shall not relieve Franchisee of Franchisee's individual obligations under this Agreement

as such obligations existed between Franchisee and Franchisor prior to the date of any assignment to the Assignee Corporate Entity.

14.F. FRANCHISOR'S RIGHT OF FIRST REFUSAL

If Franchisee or an Owner desire to engage, in whole or in part, in a Transfer of Franchisee, this Agreement, Franchisee's Wild Bill's Business, Franchisee's non-residential Administrative Office, and/or Franchisee's Administrative Office, then Franchisee or such Owner (as applicable) must obtain a bona fide, signed written offer from the fully disclosed purchaser (the "Offer") and submit an exact copy of the Offer to Franchisor. Franchisor shall have 30 days after receipt of the Offer to decide whether Franchisor will purchase the interest in Franchisee, Franchisee's Wild Bill's Business, Franchisee's non-residential Administrative Office, and/or Franchisee's Administrative Office for the same price and upon the same terms contained in the Offer (however, Franchisor may substitute cash for any form of payment proposed in the Offer). If Franchisor notifies Franchisee that Franchisor intends to purchase the interest within said 30 day period, Franchisee or Owner (as applicable) must sell the interest to Franchisor. Franchisor will have at least an additional 60 days to prepare for closing. Franchisor shall be entitled to receive from Franchisee or Owner (as applicable) all customary representations and warranties given by Franchisee or Owner (as applicable) as the seller of the assets and/or the ownership interest or, at Franchisor's election, the representations and warranties contained in the offer. If Franchisor does not exercise its right of first refusal, Franchisee or Owner (as applicable) may complete the Transfer to the purchaser pursuant to and in accordance with the terms of the Offer, provided that separate and apart from this Article 14.F. right of first refusal, Franchisee complies with the terms of this Article 14. However, if the sale to the purchaser is not completed within 120 days after delivery of the Offer to Franchisor, or there is a material change in the terms of the sale, Franchisor will again have the right of first refusal specified in this Article 14.F. Franchisor's right of first refusal in this Article 14.F. shall not apply to any Transfer pursuant to Article 14.E. of this Agreement.

ARTICLE 15 **RENEWAL OF FRANCHISE**

15.A. FRANCHISEE'S RIGHT TO RENEW

Subject to Franchisee's satisfaction of the terms of this Agreement, including this Article 15, Franchisee shall possess the option to renew the franchise for Franchisee's continued license and franchised operation of the Franchised Business for up to two additional five year terms (each, a "Renewal Term") comprised of the First Renewal Term and the Second Renewal Term provided that as to each Renewal Term Franchisee is in compliance with the terms of this Agreement (including any renewal Franchise Agreement) and timely and independently complies with the renewal conditions set forth in this Article 15 as to the First Renewal Term and the Second Renewal Term, respectively.

15.B. CONDITIONS FOR RENEWAL

Franchisee's renewal rights under this Article 15 are subject to and contingent upon Franchisee's satisfaction of the following conditions and criteria:

- (1) Not less than 180 days prior to the ~~expiration~~ of the Term but not greater than 270 days prior to the expiration of the Term, Franchisee shall have provided Franchisor with written notice (the "Renewal Notice") of Franchisee's election to renew;
- (2) At the time of delivering the Renewal Notice and at all times thereafter, Franchisee and Franchisee's Owners must be in compliance with the terms of this Agreement and all Ancillary Agreements, and without any default of this Agreement or the Ancillary Agreements;
- (3) Franchisee must possess, present, and demonstrate to Franchisor and, subject to Franchisor's reasonable satisfaction, that: (a) Franchisee maintains the ability to continue to operate the Franchised Business within Franchisee's Operating Territory; and (b) Franchisee possesses the right to occupy and maintain Franchisee's non-residential Administrative Office in accordance with Franchisor's then current standards and specifications;
- (4) Franchisee must satisfy the maintenance, update, and upgrade obligations as set forth in this Agreement;

(5) Franchisee pays the Renewal Fee and Franchisee agrees to, signs, and delivers to Franchisor, within 30 days of the date of delivery by Franchisor to Franchisee, Franchisor's then current form Franchise Agreement for the Renewal Term (the "Renewal Franchise Agreement");

(6) Franchisee's Owners and their Spouses, respectively, must agree to, sign, and deliver to Franchisor, within 30 days of the date of delivery by Franchisor to Franchisee, Franchisor's then current individual guaranty agreements, and, thereby, among other things, individually and jointly guarantee the full and complete performance of the Renewal Franchise Agreement including, but not limited to, payment obligations, non-compete obligations, and restrictive covenants (the "Renewal Ancillary Agreements");

(7) Franchisee and the Owners must, prior to the Renewal Term, undertake and complete, to Franchisor's satisfaction, such additional training, if any, as designated and determined by Franchisor in Franchisor's Reasonable Business Judgment; and

(8) Franchisee and the Owners must agree to, sign, and deliver to Franchisor, within 30 days of the date of delivery by Franchisor to Franchisee, Franchisor's then current form of general release whereby Franchisee and Franchisee's Owners shall each fully release and discharge Franchisor, Franchisor's affiliates and its officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, causes of action, and suits arising from and/or related to this Agreement. If local law precludes Franchisee's issuance of a general release, Franchisor at Franchisor's election, may condition renewal on Franchisee's and each Owner's delivery to Franchisor of an estoppel letter advising and informing Franchisor that the undersigned possesses no legal claim or cause of action against Franchisor and is not aware of any facts or circumstances involving any breach of this Agreement by Franchisor or Franchisor's agents or employees.

Failure by Franchisee, and, as applicable, each Owner and Spouse to timely comply with the foregoing conditions shall be deemed an election by Franchisee to not renew the Franchise Agreement.

15.C. RENEWAL FRANCHISE AGREEMENT

Franchisee agrees that the Renewal Franchise Agreement and Renewal Ancillary Agreements, as determined by Franchisor in Franchisor's sole discretion, may contain terms, conditions, requirements, and rights that are materially and substantively different from those granted and contained in this Agreement.

ARTICLE 16 DEFAULTS AND REMEDIES

16.A. DEFAULTS BY FRANCHISEE AND TERMINATION BY FRANCHISOR

(1) **Defaults and Automatic Termination** – At the election of Franchisor, Franchisee shall be in default of this Agreement and this Agreement shall be automatically and immediately terminated, without notice to Franchisee and without providing Franchisee any opportunity to cure, upon the occurrence of any one or more of the following actions, inactions, omissions, events, and/or circumstances:

(a) Franchisee becomes insolvent, and/or Franchisee makes a general assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors;

(b) Franchisee admits in writing Franchisee's inability to pay its debts as they mature, and/or Franchisee gives notice to any governmental body or agency of insolvency, pending insolvency, suspension of operations and/or pending suspension of operations;

(c) Franchisee files a voluntary petition in bankruptcy, Franchisee is adjudicated bankrupt or insolvent, and/or Franchisee files any petition or answer seeking any

reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any applicable federal and/or state law relative to bankruptcy, insolvency or similar relief for debtors;

(d) An involuntary petition in bankruptcy is filed against Franchisee and Franchisee fails to have the involuntary petition discharged within 35 days of the petition filing, and/or Franchisee seeks, consents to, or acquiesces in, the appointment of any trustee, receiver, conservator, custodian or liquidator for Franchisee's business or any assets of Franchisee;

(e) A bill in equity or other proceeding for the appointment of any trustee, receiver, conservator, custodian or liquidator of Franchisee for Franchisee's business or any assets of Franchisee is filed and Franchisee consents to same;

(f) A court of competent jurisdiction appoints or orders any trustee, receiver, conservator, custodian or liquidator for Franchisee's business or any assets of Franchisee and such appointment or order remains for an aggregate of 60 days, whether or not consecutive, from the date of entry thereof;

(g) Franchisee initiates proceedings for a composition with creditors under any state or federal law or such a proceeding is initiated against Franchisee;

(h) This Agreement, or any of Franchisee's rights under this Agreement, is levied upon under any attachment or execution, and/or Execution is levied upon or against the Franchised Business or any assets of Franchisee, and/or a final judgment against Franchisee remains of record or unsatisfied for 30 days or more, unless an appeal and/or bond is filed;

(i) Franchisee is dissolved;

(j) A cause of action or lawsuit to foreclose any lien or mortgage against the assets of the Franchised Business;

(k) A cause of action or lawsuit to foreclose any lien against equipment used in the operation of the Franchised Business and not dismissed within 60 days after the summons is served on Franchisee;

(l) Real or personal property of Franchisee used in the operation of the Franchised Business is sold after levy thereupon by any sheriff, marshal or other law enforcement officer; and/or

(m) Upon termination by Franchisor pursuant to Article 16.A.(2), Article 16.A.(3), or Article 16.A.(4) of this Agreement.

(2) Defaults and Automatic Termination upon Written Notice without Cure Period – Franchisee shall be in default of this Agreement, and, this Agreement may be terminated by Franchisor, at Franchisor's sole discretion, upon written notice from Franchisor to Franchisee and without providing Franchisee any opportunity to cure, upon the occurrence of any one or more of the following actions, inactions, omissions, events, and/or circumstances, with such termination effective on the date of Franchisor's notice:

(a) Franchisee, on three or more instances and/or occasions, engages, commits, and/or suffers an action, inaction, omission, event, and/or circumstance that constitutes or qualifies as a default under Articles 16.A.(3) and/or 16.A.(4) of this Agreement, irrespective of whether or not such action, inaction, omission, event, and/or circumstance is the subject of a notice of default from Franchisor to Franchisee pursuant to Articles 16.A.(3) and/or 16.A.(4) of this Agreement and irrespective of whether or not such default was timely cured and irrespective of whether or not Franchisee paid any penalties or additional fees to Franchisor;

(b) Franchisee, intentionally and knowingly, refuses to comply with and/or breaches any term, condition, provision, and/or requirement of this Agreement with the intent of causing harm to Franchisor, the System, other System franchisee and/or customers of

the Franchised Business;

(c) Franchisee intentionally, knowingly, with prior notice, and/or through negligence, at any time, develops, manages, maintains, and/or operates the Franchised Business in violation of federal, state, and/or local laws, rules, regulations, ordinances, permits, codes and/or conduct resulting in a foreseeable, immediate and/or imminent threat to the health and/or safety of any third party including customers, employees, and/or the public at large;

(d) Franchisee abandons, surrenders and/or fails to continuously and actively operate the Franchised Business, unless prevented from doing so by casualty that is the subject of Article 7.C. of this Agreement and that is cured/remedied in accordance with Article 7.C.;

(e) Franchisee, as to applicable, laws, rules and/or regulations, loses and/or fails to continuously possess, the legal right to operate Franchised Business in accordance with the terms of this Agreement and the standards, specifications, and requirements set forth in the Operations Manual and/or as otherwise communicated by Franchisor from time to time;

(f) As to information, records, statements, and/or data that Franchisee must maintain and/or report to Franchisor pursuant to the terms of this Agreement, the Operations Manual, or as otherwise requested by Franchisor from time to time, the information, records, statements, and/or data maintained by Franchisee and/or reported by Franchisee contains intentional inaccuracies and/or material inaccuracies that are either misleading or false;

(g) Franchisee attempts to Transfer, or purportedly attempts to Transfer, this Agreement or any of Franchisee's rights under this Agreement, without Franchisor's prior approval, written consent, and/or otherwise not in accordance with this Agreement;

(h) If Franchisee is a Corporate Entity, an Owner of Franchisee attempts to Transfer, or purportedly Transfers, the Owners equity interests, ownership interests, and/or rights in Franchisee without Franchisor's prior approval, written consent, and/or otherwise not in accordance with this Agreement;

(i) Franchisee discloses, divulges, provides access to, communicates, and/or permits the communication of the contents, data and/or information contained in the Operations Manual to any third party not otherwise authorized by Franchisor;

(j) Franchisee discloses, divulges, provides access to, communicates, and/or permits the communication of Confidential Information to any third party not otherwise authorized by Franchisor;

(k) Franchisee engages in any activity that injures, harms, damages, or otherwise has a material adverse effect on Franchisor, the System, the Licensed Marks, Wild Bill's Businesses, the Franchised Business, and/or the reputation of the Wild Bill's brand;

(l) Franchisee, an Owner, and/or a Spouse, as applicable and whether individually or jointly, breaches or is in default of an Ancillary Agreement, and, if the applicable agreement provides for the opportunity to cure, fails to timely cure the breach or default of the Ancillary Agreement, including, without limitation, the Franchise Owner and Spouse Agreement and Guaranty;

(m) Franchisee and/or an Owner of Franchisee is convicted of a felony crime, and/or pleads guilty or nolo contendere to a felony crime;

(n) Franchisee and/or an Owner of Franchisee engages in intentionally dishonest and/or unethical conduct that, in Franchisor's Reasonable Business Judgment, results in embarrassment to Franchisor, the System, the Licensed Marks, Wild Bill's Businesses, the Franchised Business, and/or the reputation of the Wild Bill's brand;

(o) Franchisee fails to complete, to Franchisor's reasonable satisfaction, the Training Program and/or supplemental training programs designated by Franchisor;

(p) Franchisee fails, upon receiving actual or constructive notice, to: (1) immediately notify Franchisor of any known breach of the Confidentiality Agreement by any person or entity; (2) immediately notify Franchisor of facts and information that would cause a reasonable person to believe that a person or entity violated the Confidentiality Agreement and/or is in the process of violating the Confidentiality Agreement; and (3) take reasonable steps including notice to Franchisor and Franchisee's consultation with Franchisee's legal counsel, to prevent any person or entity from violating the terms of the Confidentiality Agreement and/or otherwise publicly disseminating Confidential Information;

(q) Franchisee misappropriates, misuses, or makes any unauthorized use of the Licensed Marks, the Confidential Information, and/or the System and/or Franchisee materially impairs the goodwill associated with the Licensed Marks, and/or Franchisee applies for registration of the Licensed Marks anywhere in the world; and/or

(r) Franchisee and/or an Owner fails to comply with Anti-Terrorism Laws or becomes listed on the Annex to Executive Order 13244.

(3) Defaults and Automatic Termination After 10 Day Cure Period – Franchisee shall be in default of this Agreement and, this Agreement shall be terminated, upon the occurrence of any one or more of the following actions, inactions, omissions, events, and/or circumstances, unless, Franchisee timely cures, to the satisfaction of Franchisor, such default/action, inaction, omission, event, and/or circumstance within 10 calendar days of Franchisor's written notice:

(a) Franchisee fails, refuses, and/or is unable to timely pay and/or satisfy the Royalty Fee, Advertising Contribution, and/or any other payment, fee, financial obligation, charge, and/or monetary obligation payable and/or due to Franchisor pursuant to the terms of this Agreement, under this Agreement, and/or any other agreement between Franchisor and Franchisee;

(b) Franchisee and/or Franchisee's affiliate fails, refuses, and/or is unable to pay and/or satisfy any payment, fee, financial obligation, charge, and/or monetary obligation payable to Franchisor and/or Franchisor's affiliates pursuant to this Agreement and/or any other agreement between or among Franchisor, Franchisor's affiliate, Franchisee and/or Franchisee's affiliate; and/or

(c) Franchisee fails or refuses, at any time, and, without legal justification as may be determined by Franchisor in Franchisor's Reasonable Business Judgment, to pay any third party supplier or vendor for any goods, products, supplies, equipment, materials and/or any other items used by, benefitting, and/or intended to benefit the Franchised Business.

The foregoing events of default set forth in this Article 16.A.(3) shall exclude events of default that are otherwise governed by and/or constitute events of default under Article 16.A.(1) or Article 16.A.(2). In the event of any inconsistency or conflict between the provisions of this Article 16.A.(3) with Article 16.A.(1), Article 16.A.(1) shall take precedence and govern. In the event of any inconsistency or conflict between the provisions of this Article 16.A.(3) with Article 16.A.(2), Article 16.A.(2) shall take precedence and govern.

(4) Defaults and Automatic Termination After 30 Day Cure Period – Franchisee shall be in default of this Agreement and, this Agreement shall be terminated, upon the occurrence of any one or more of the following actions, inactions, omissions, events, and/or circumstances, unless, Franchisee timely cures, to the satisfaction of Franchisor, such default/action, inaction, omission, event, and/or circumstance within 30 calendar days of Franchisor's written notice:

(a) Franchisee fails or refuses to comply with and/or breaches any term, condition,

provision,
and/or requirement of this Agreement that is not otherwise a default under Articles 16.A.(1), 16.A.(2), or 16.A.(3) of this Agreement;

(b) Franchisee fails or refuses to comply with and/or breaches any term, condition, provision,
and/or requirement of any agreement, other than this Agreement, between Franchisor and Franchisee, and/or an affiliate of Franchisor and Franchisee;

(c) Franchisee fails or refuses, in accordance with the terms of this Agreement, to obtain and secure a signed lease agreement or fee simple ownership interest in an approved location for Franchisee's non-residential Administrative Office;

(d) Franchisee fails or refuses to develop and open the Franchised Business on or before the Scheduled Opening Date, in compliance with the terms of this Agreement, as designated or specified in the Operations Manual, and/or in accordance with Franchisor's standards and specifications as communicated to Franchisee from time to time;

(e) Franchisee fails or refuses, at any time, to manage, maintain, and/or operate the Franchised Business in compliance with the terms of this Agreement, as designated or specified in the Operations Manual, and/or in accordance with Franchisor's standards, specifications, and requirements as communicated to Franchisee from time to time;

(f) Franchisee fails or refuses, at any time, to develop, manage, maintain, and/or operate the Franchised Business in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances, permits, and codes;

(g) At any time, an inspection and/or evaluation of the operations of the Franchised Business – whether by mystery shopper programs, third party inspection services, or as otherwise designated by Franchisor, and, whether or not such inspections are on notice or secret – Franchisor, in Franchisor's Reasonable Business Judgment, determines that the operations of the Franchised Business do not meet or are in violation of the operational standards and requirements set forth in this Agreement, the Operations Manual, and/or as communicated to Franchisee from time to time;

(h) Franchisee fails or refuses to timely submit to Franchisor records, reports, stored media, recordings, financial statements, books, accounts, statements, data, documentation and/or other information as required by this Agreement, as set forth in the Operations Manual, and/or as requested by Franchisor;

(i) If any inspection or review of Franchisee's records, reports, books, accounts, statements, data, documentation and/or other information discloses, within any week, month, or Accounting Period selected by Franchisor, the underreporting of Franchisee's Gross Sales, and/or any other metrics or data, resulting in the underpayment, by 5% or more, of the obligations, payments, and/or fees due by Franchisee to Franchisor under the terms of this Agreement;

(j) Franchisee fails or refuses, at any time, to maintain the required insurance policies and insurance coverage required for the Franchised Business as set forth in this Agreement, and/or in the Operations Manual; and/or

(k) Franchisee fails to timely satisfy and pay all vendors, suppliers and/or contractors in connection with the development, construction, and/or establishment of the Franchised Business.

The foregoing events of default set forth in this Article 16.A.(4) shall exclude events of default that are otherwise governed by and/or constitute events of default under Article 16.A.(1) or Article 16.A.(2). In the event of any inconsistency or conflict between the provisions of this Article 16.A.(4) with Article 16.A.(1), Article 16.A.(1) shall take precedence and govern. In the event of any inconsistency or conflict between the provisions of this Article 16.A.(4) with Article 16.A.(2), Article 16.A.(2) shall take

precedence and govern.

16.B. TERMINATION BY FRANCHISEE

If Franchisee, each Owner and Spouse (as applicable) are in full compliance with each and every term and provision of this Agreement, any amendment or successor agreement, and any of the Ancillary Agreements, and Franchisor materially breaches Franchisor's substantive and material obligations set forth in this Agreement, Franchisee may terminate this Agreement in the event of the following:

(1) Franchisor does not correct the material breach within 30 days after Franchisor's receipt of Franchisee's written notice of such material breach to Franchisor; or

(2) In a case where Franchisor's material breach cannot reasonably be cured within 30 days, within 30 days of Franchisor's receipt of Franchisee's written notice of Franchisor's material breach, Franchisor shall be provided a reasonable time period to cure such material breach provided that Franchisor provides reasonable evidence to Franchisee of Franchisor's current, continuing and/or planned efforts to correct the material breach within a reasonable time.

In either case, Franchisee's termination of this Agreement shall not take effect until expiration of the 30 day period set forth above and or such reasonable time period as necessary to cure the material breach, and Franchisee delivers to Franchisor a separate written notice of termination. The termination date must be 10 days after Franchisor's receipt of Franchisee's notice of termination. Franchisee's termination of this Agreement for any reason other than as set forth in and in compliance with this Article 16.B. shall not constitute the **termination** of this Agreement and shall constitute a material breach of this Agreement by Franchisee.

16.C. FRANCHISOR'S ADDITIONAL RIGHTS, REMEDIES, AND DAMAGES

Franchisee agrees that Article 16.A. sets forth actions, inactions, omissions, events, and/or circumstances that, among other things, constitute, in each and every instance and subject to any applicable cure period, if any, a default of this Agreement permitting Franchisor to, among other things, terminate this Agreement and/or resulting in the automatic termination of this Agreement. The grounds constituting a default under Article 16.A. are in addition to any and all other grounds for default as may be otherwise set forth in the Franchise Agreement. In the event of an event of default of this Agreement by Franchisee under Article 16.A., or as otherwise set forth in this Agreement, Franchisee agrees that termination of this Agreement is not the sole or exclusive remedy of Franchisor and that Franchisor's right or remedy of termination shall be in addition to any and all other rights set forth in this Agreement, and as otherwise available to Franchisor in law or equity.

Without limitation to the foregoing, additionally, in the event of the termination of this Agreement as a result of a default or breach by Franchisee and/or, by Franchisee's Owners and/or affiliates of any Ancillary Agreements, Franchisor, in addition to any and all other rights and remedies available to Franchisor as set forth in this Agreement, and, at law and in equity, shall possess the following rights and remedies, each of which are not exclusive of the other and may be/are in conjunction with one another:

(1) To void and terminate this Agreement, and thereafter to market, sell, transfer, convey and assign the rights granted to Franchisee under this Agreement to any other person or entity in Franchisor's sole discretion and without compensation to Franchisee.

(2) To hold Franchisee and Franchisee's Owners liable for, and recover from each of them, jointly and severally, all payments, fees, monetary obligations, financial obligations, interest, and charges due and owing to Franchisor from Franchisee pursuant to this Agreement, the Ancillary Agreements, and/or any other agreements between Franchisee and Franchisor, including, without limitation, Royalty Fees and Advertising Contributions with each and every payment and obligation to be accelerated and due immediately.

(3) To hold Franchisee and Franchisee's Owners liable for, and recover from each of them, jointly and severally, lost revenues, profits, and fees including, but not limited to Royalty Fees, Brand Development Fund Fee, Advertising Contributions, and all other fees, revenues and/or expenses that would have been paid to Franchisor, under the terms of this

Agreement and throughout the Term of this Agreement, had a breach not occurred and had Franchisor not terminated this Agreement. In calculating and determining the foregoing, Franchisee agrees that in calculating and in determining such damages that it is fair and reasonable to use Franchisee's most recent calendar year Gross Sales in calculating and determining Franchisor lost revenues and fees and by assuming that such Gross Sales would have been earned in each and every year throughout the remainder of the Term had this Agreement not been terminated. If, however, the Franchised Business has been open and in operation for less than one calendar year, Franchisee agrees that it is fair and reasonable to use an average of Wild Bill's Business Gross Sales across the System during the year in which this Agreement was terminated and to use such average Gross Sales for the purpose of calculating and determining Franchisor lost revenues and fees and, in doing so, by assuming that such Gross Sales would have been earned in each and every year throughout the remainder of the Term had this Agreement not been terminated. Franchisee agrees that the foregoing is a form of liquidated damages, and that it is fair and reasonable.

(4) To hold Franchisee and Franchisee's Owners liable for all costs, fees, expenses, and/or damages incurred by Franchisor and/or suffered by Franchisor as a result of a breach or termination including, but not limited to, the recovery of reasonable attorney fees and expenses including court costs, arbitration fees, mediation fees, arbitrator fees, mediator fees, depositions and other related expenses.

(5) To enjoin, restrain, and otherwise prohibit Franchisee from operating the Franchised Business or exercising any rights granted to Franchisee under this Agreement pursuant to a court order restraining order, injunction or other means.

(6) Declaratory judgment that this Agreement and all rights granted to Franchisee under this Agreement are terminated, null and void.

(7) All other remedies and/or rights available to Franchisor as otherwise set forth in the Agreement and/or as may be otherwise available by law or equity.

In the event of a breach or default of this Agreement, should Franchisor elect, at Franchisor's sole discretion, to not terminate this Agreement, such action shall be without prejudice and without waiver of Franchisor's rights in the future. Further, at all times, and without prejudice to Franchisor's right to declare a default and, among other things, terminate this Agreement, Franchisor may: (i) temporarily or permanently suspend any existing credit arrangements or accommodations previously extended to Franchisee and/or refrain from offering or making available to Franchisee any credit arrangements or accommodations that may be offered or made available to other System franchisees; (ii) modify payment terms for approved products, supplies, or other merchandise purchased by Franchisee which may include, without limitation, requiring cash on delivery; (iii) disqualify Franchisee from being eligible for, or from participating in, special promotion programs, rebates, and/or rebate sharing that may be offered or made available to other System franchisees; and/or (iv) refrain from providing or making available to Franchisee promotional materials or other materials developed by the Brand Development Fund and/or Advertising Cooperative.

If Franchisor does not pursue termination of this Agreement in the event of a default or breach by Franchisee, and/or Franchisor accepts any royalties, payments, contributions, funds, or other monetary sums from Franchisee, such actions do not constitute a waiver or acceptance of Franchisee's default or breach, and Franchisor reserves the right to pursue any and all additional remedies set forth in this Agreement, at law, or in equity. Franchisor's rights and remedies are cumulative, and no exercise or enforcement by Franchisor of any such right or remedy precludes the exercise or enforcement by Franchisor of any other right or remedy which Franchisor is entitled by law to enforce.

16.D. GUARANTY

The payment of all payments, amounts, fees, charges and other financial obligations payable by Franchisee to Franchisor pursuant to this Agreement, and Franchisee's observance and performance of all terms and conditions of this Agreement, are guaranteed pursuant to The Franchise Owner and Spouse Agreement and Guaranty attached to this Agreement as Exhibit 1.

16.E. NOTICE OF LEGAL PROCEEDINGS AGAINST FRANCHISOR

Franchisee shall give Franchisor advance written notice of Franchisee's intent to commence or otherwise institute any legal action or proceeding against Franchisor, specifying the basis for such proposed action, and Franchisee shall grant Franchisor 30 days from receipt of said notice to cure the alleged act upon which such legal action is to be based (hereinafter, the "30 Day Cure Notice"). Franchisee agrees that the 30 Day Cure Notice is a strict condition precedent to Franchisee commencing, or otherwise instituting, legal action or proceeding against Franchisor for any reason whatsoever.

ARTICLE 17

OBLIGATIONS UPON TERMINATION OR EXPIRATION

17.A. PAYMENT OF AMOUNTS OWED TO FRANCHISOR

Without limitation as to any other Article or provision of this Agreement, upon expiration or termination of this Agreement for any reason, Franchisee shall immediately pay to Franchisor all sums and fees due from Franchisee to Franchisor under the terms of this Agreement including, but not limited to Royalty Fees and Advertising Contributions and all other sums and fees due from Franchisee to Franchisor and/or Franchisor affiliates and/or suppliers for products and services including, but not limited to, System Supplies.

17.B. CEASE OPERATIONS AND PROTECTION OF THE SYSTEM

Upon expiration, termination, or Transfer of this Agreement for any reason, Franchisee shall immediately:

(1) Permanently cease to be a franchise owner of the Wild Bill's Business that was the subject of this Agreement and cease to operate such Wild Bill's Business under the System;

(2) Refrain from directly or indirectly, holding oneself/itself out to any person or entity, or represent themselves/itself as a present or former Wild Bill's franchisee;

(3) Permanently cease to use, in any manner: (a) the System including, without limitation, the Confidential Information, the Licensed Marks, the Business Management System Data, and the Operations Manual; (b) any methods, procedures, or techniques associated with the System in which Franchisor possesses proprietary rights or that constitute Franchisor's trade secrets; (c) System Supplies, including communicating with or ordering products from Franchisor's designated suppliers and vendors of System Supplies; (d) the Approved Services and Products; and (e) any other advertising, marketing, media, and any other information, documents or things associated with Franchisor, the System, the Licensed Marks, Wild Bill's Businesses, the Franchised Business, and Franchisee's former Wild Bill's Business, including, without limitation, any confidential, proprietary methods, procedures, descriptions of products, techniques, trade secrets, proprietary marks, distinctive forms, slogans, symbols, signs, stationary, advertising material, articles, logos, devices, items and all other things, tangible or intangible, associated with Franchisor, the System, the Licensed Marks, and Wild Bill's Businesses;

(4) Return to Franchisor the Operations Manual (including any and all parts, supplements, and copies of the Operations Manual), the Confidential Information (including without limitation the Business Management System Data and all customer lists and information), and all other confidential materials, equipment, software, information, and property owned by Franchisor and all copies thereof provided, however, that Franchisee may retain Franchisee's copies of this Agreement, correspondence between Franchisor and Franchisee, but not including Confidential Information that may be contained in or attached thereto, and other documents that Franchisee needs to retain pursuant to applicable law;

(5) Permanently cease accessing, immediately disconnect from, and discontinue using any and all digital media, intra-nets, cloud based systems, and/or servers that store, maintain, and/or provide access to the Operations Manual, Confidential Information, and all other standards, specifications of Franchisor;

(6) Immediately notify Franchisor, in writing, of any and all locations where Franchisee may have maintained and/or stored digital files and/or media containing all or parts of the Operations Manual, any Confidential Information, and all other standards and specifications of Franchisor, immediately turn over such digital files and media to Franchisor, and follow

Franchisor's instructions as to the destruction of such digital files and media;

(7) (a) modify and alter Franchisee's former Wild Bill's Business, Franchisee's former Wild Bill's Administrative Office, and Franchisee's Administrative Office, as reasonably necessary or otherwise required by Franchisor, to ensure that Franchisee's Administrative Office has been completely de-identified and differentiated from its former appearance to prevent any confusion by the public as to the continued existence of a Wild Bill's Business at your Administrative Office; (b) remove from Franchisee's Administrative Office all distinctive physical and structural features identifying a Wild Bill's Business and all distinctive signs, trade dress and emblems associated with the System including, without limitation, signs, trade dress, and emblems bearing the Licensed Marks; and (c) make specific additional changes to Franchisee's Administrative Office as Franchisor reasonably requests for the purpose of completely de-identifying Franchisee's former Wild Bill's Business. Franchisee shall immediately initiate the foregoing actions and complete such actions within the period of time designated by Franchisor, and Franchisee agrees that Franchisor and/or Franchisor's designated agents may enter the premises of Franchisee's Administrative Office at any time to make foregoing alterations at Franchisee's sole risk and expense. Franchisee agrees that Franchisee's failure to timely make modifications and alterations to Franchisee's Administrative Office will cause irreparable injury to Franchisor, and Franchisee consents to the entry, at Franchisee's expense, of any ex-parte order by any court of competent jurisdiction authorizing Franchisor or its agents to take action, if Franchisor seeks such an order;

(8) In the event Franchisor does not elect to purchase Franchisee's Wild Bill's Mobile Stand(s), Franchisee shall immediately modify and alter the exterior and interior of Franchisee's Mobile Stand(s) so as to remove all distinctive physical and structural features, distinctive signage, trade dress and emblems associated with the System bearing the Licensed Marks, in addition to any other changes Franchisor, in Franchisor's Reasonable Business Judgment, requests, so that the Mobile Stand(s) no longer resemble a Wild Bill's Mobile Stand(s), and to ensure that Franchisee's Mobile Stand(s) have been completely de-identified and differentiated from its former appearance to prevent any confusion by the public as to the continued existence of a Wild Bill's Business. Franchisee shall immediately initiate the foregoing actions and complete such actions within the period of time designated by Franchisor. If Franchisee fails to make all of the necessary modifications or alterations within the period of time designated by Franchisor, Franchisee agrees that Franchisor shall have the right to access the exterior and interior of Franchisee's Mobile Stand(s) to make the foregoing modifications or alterations and charge Franchisee Franchisor's actual costs plus \$2,000 (the "Mobile Stand(s) De-Identification Fee");

(9) Take all actions necessary and/or reasonably required to cancel all fictitious or assumed names or equivalent registrations relating to the Licensed Marks;

(10) At no cost to Franchisor, take such action as may be determined by Franchisor to: (a) provide and assign to Franchisor the Business Management System, the Business Management System Data, and all customer lists, customer information, and customer data; and (b) transfer, disconnect, and/or otherwise assign, as directed by Franchisor, all telephone numbers, email addresses, yellow pages telephone directories, telephone directory type listings, Web Based Media listings, accounts and log-in information used in connection with Franchisee's former Wild Bill's Business and/or otherwise associated with the System and/or the Licensed Marks, cancel Franchisee's interests in same as such cancellation may be directed by Franchisor, and effectuate, perform, honor, and comply with Franchisee's obligations under the Assignment of Telephone Numbers and Digital Media Accounts attached to this Agreement as Exhibit 3;

(11) Abide by, and comply with, the restrictive covenants and obligations set forth in this Agreement, including, without limitation, the restrictive covenants and obligations set forth in Article 6 of this Agreement; and

(12) Provide Franchisor, within 30 days of the expiration, termination, or Transfer of this Agreement, with written proof demonstrating that Franchisee has complied with the terms of this Article 17 and all other obligations under this Agreement that Franchisee must perform, abide by, and comply with, subsequent to the termination, expiration, or Transfer of this

17.C. CONTINUING OBLIGATIONS

13. All obligations under this Agreement that expressly, or by their nature, survive, or are intended to survive, the expiration, termination, or Transfer of this Agreement shall continue in full force and effect subsequent to, and notwithstanding, this Agreement's termination, expiration, or Transfer ~~until they~~ such obligations are satisfied in full or, by ~~their~~ the nature and/or terms, such obligation(s) expire.

Franchisee agrees that in the event of a Transfer of this Agreement by Franchisee, whether or not such Transfer is authorized by Franchisor or made in violation of this Agreement, Franchisee shall not be relieved of Franchisee's obligations under this Agreement and no Owner or Spouse shall be relieved of their respective guarantees, agreements, and obligations related to, or associated with, this Agreement, including, without limitation, the guarantees, agreements, and obligations set forth in the Franchise Owner and Spouse Agreement and Guaranty attached to this Agreement as Exhibit 1. The immediately foregoing shall not be interpreted or otherwise construed as constituting consent to any Transfer of this Agreement without the express written consent by Franchisor and Franchisee's compliance with this Agreement respecting any such Transfer.

ARTICLE 18 **ENFORCEMENT AND CONSTRUCTION**

18.A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

(1) Except as expressly provided to the contrary in this Agreement, each and every term and provision of this Agreement shall be interpreted or otherwise construed to be independent of each other and severable. Although each term and provision of this Agreement are considered by the parties to be reasonable and intended to be enforceable, if any such term or provision of this Agreement is found by a court of competent jurisdiction, agency, or other government agency to be unenforceable as written or otherwise, then such term and condition shall be modified, rewritten, interpreted, or "blue-lined" to include as much of its nature and scope as will render it enforceable. If such term and condition cannot be so modified, rewritten, interpreted, or "blue-lined" in any respect, then it will not be given effect and severed from this Agreement, and the remainder of this Agreement shall be interpreted, construed and enforced as if such term and condition was not included in this Agreement.

(2) If any applicable and binding law or rule requires a greater prior notice of the termination of this Agreement than is required in this Agreement, or the taking of some other action not required by this Agreement, or if under any applicable and binding law or rule, any term and condition of this Agreement, or any specification, standard, or operating procedure Franchisor prescribes is invalid or unenforceable, then the greater prior notice and/or other action required by law or rule shall be substituted for the comparable provisions, and Franchisor has the right, in its sole discretion, to modify the invalid or unenforceable term and condition, specification, standard, or operating procedure to the extent required to be valid and enforceable. Franchisee agrees to be bound by any such substituted and/or modified term and condition of this Agreement imposing the maximum duty permitted by law that is prescribed within the terms of any provision of this Agreement as though it were originally and separately articulated in, and made a part of, this Agreement as of the Effective Date and/or any specification, standard or operating procedure Franchisor prescribes, which may result from striking from any terms and conditions, specifications, standards, or operating procedures, and any portion or portions thereof, a court may hold to be unenforceable or from reducing the scope of any promise or covenant to the extent required to comply with a court order. Modifications to this Agreement shall be effective only in those jurisdictions in which such terms and conditions, specifications, standards, or operating procedures are found to be unenforceable, unless Franchisor elects to give them greater applicability, in which case, this Agreement shall be enforced as originally made in all other jurisdictions.

18.B. WAIVER OF OBLIGATIONS

No delay, waiver, omission, or forbearance on the part of Franchisor to enforce any term and condition of this Agreement or exercise any of Franchisor's rights, options, or powers under this

Agreement constitutes a waiver by Franchisor to enforce any other term and condition of this Agreement or exercise any of Franchisor's other rights, options, or powers under this Agreement. No such delay, waiver, omission, or forbearance shall constitute a waiver by Franchisor to subsequently enforce such term and condition of this Agreement or subsequently exercise such right, option, or power. Acceptance by Franchisor of any payments, fees, charges, or other amount from Franchisee payable to Franchisor pursuant to this Agreement shall not constitute a waiver or acceptance of Franchisee's default or breach of this Agreement or otherwise a waiver of any term and condition of this Agreement, and Franchisor reserves the right to pursue any and all additional remedies set forth in this Agreement, at law, or in equity. Franchisor shall likewise not be deemed to have waived or impaired any term and condition, right, option or power set forth in this Agreement by virtue of any custom or practice of the parties at variance with the terms and conditions of this Agreement or Franchisor's insistence upon Franchisee's strict compliance with Franchisee's obligations, including any mandatory specification, standard or operating procedure. No waiver by Franchisor of any term and condition of this Agreement shall be valid unless in writing and signed by Franchisor.

18.C. FORCE MAJEURE

If either Franchisor or Franchisee is delayed in performing any obligation under this Agreement by any cause reasonably beyond its control when such cause would affect any person or entity similarly situated, including, without limitation, war, civil disorder, catastrophic weather, power outage, acts of God and/or labor strikes unassociated with Franchisee or Franchisor (collectively, "Force Majeure"), then the time period for performing such obligation shall be extended by a period of time equal to the period of delay. Notwithstanding the immediately foregoing sentence, any delay resulting from Force Majeure shall not excuse Franchisee's payment of any fee, charge, amount, and/or any other monetary or financial obligation to Franchisor under this Agreement, including, without limitation, the payment of the Royalty Fee and Advertising Contributions, and the non-performance of any obligation under this Agreement due to Force Majeure shall not be extended or otherwise excused for more than six months.

18.D. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF

Nothing in this Agreement bars Franchisor's right to obtain specific performance of the provisions of this Agreement and injunctive relief under legal and/or equity rules against threatened conduct that will cause damages or loss to it, the Licensed Marks or the System. Without limitation to the rights set forth in Article 6 of this Agreement, Franchisee agrees that Franchisor may obtain such injunctive relief. Franchisee agrees that Franchisor will not be required to post a bond (other than as set forth in Article 6.G. of this Agreement) to obtain injunctive relief and that Franchisee's only remedy if an injunction is entered against Franchisee will be the dissolution of that injunction, if warranted, upon a hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). The remedies available to Franchisor under Article 6.G. are not exclusive of one another and may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Without limitation to the foregoing Franchisee agrees that in the event of a breach of this Agreement by Franchisee respecting and/or concerning the System and/or the Licensed Marks shall cause irreparable harm to Franchisor, the System and the Licensed Marks. The foregoing shall not be interpreted to invalidate the mediation and arbitration requirements set forth in Article 18.G. of this Agreement and shall be consistent with same.

18.E. RIGHTS OF PARTIES ARE CUMULATIVE

The rights under this Agreement are cumulative and no exercise or enforcement by a party of any right or remedy precludes the exercise or enforcement by that party of any other right or remedy which Franchisor or Franchisee is entitled by law to enforce.

18.F. GOVERNING LAW

EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §§ 1051 *ET SEQ.*) OR OTHER FEDERAL LAW, THIS AGREEMENT AND THE RELATIONSHIP BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW JERSEY, EXCEPT THAT ITS CHOICE OF LAW AND CONFLICTS OF LAWS RULES SHALL NOT APPLY AND ANY FRANCHISE REGISTRATION, DISCLOSURE, RELATIONSHIP OR SIMILAR STATUTE WHICH MAY BE ADOPTED BY THE STATE OF NEW JERSEY SHALL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET

18.G. NON-BINDING MEDIATION AND BINDING ARBITRATION

(1) **Non-Binding Mediation** – Franchisee and Franchisor agree that before either party may bring any action, dispute and/or controversy arising from or related to this Agreement and/or the franchise relationship between Franchisor and Franchisee in arbitration, the parties must first mediate the dispute through non-binding mediation. Mediation shall be non-binding and shall be conducted by the American Arbitration Association (“AAA”) in accordance with AAA’s then current rules for the mediation of commercial disputes. All mediation proceedings shall be conducted in a suitable location selected by the mediator that is within Morris County, New Jersey or, the closest suitable location located nearest to Franchisor’s corporate headquarters at the time the mediation proceeding is commenced. Mediation shall be conducted by one mediator and if Franchisor and Franchisee cannot agree on a mediator then the mediator shall be selected by AAA. Mediation shall be conducted within 45 days of AAA’s designation and/or acknowledgment of the selected mediator or such longer period as may be agreed to between Franchisor and Franchisee in writing and signed by each respective party. Franchisor and Franchisee shall each be responsible for their own costs associated with mediation and Franchisor and Franchisee shall each be responsible for and shall each pay 50% of the mediator’s fee and AAA’s mediation fees.

Notwithstanding the preceding paragraph, Franchisor and Franchisee agree this Sub-Article 18.G.(1) and, thereby, the prerequisite requirement of non-binding mediation, shall not, at Franchisor’s election, apply to: (a) any claims or disputes related to or concerning a breach of this Agreement by Franchisee that, under the terms of this Agreement, may entitle Franchisor to the award of injunctive relief including, but not limited to, Franchisee’s violation or purported violation of Article 6 of this Agreement; and/or (b) claims by either Franchisor or Franchisee under this Agreement that relates to either Franchisor’s or Franchisee’s failure to pay fees or other monetary obligations due under this Agreement.

(2) **Arbitration** – Subject to the prerequisite requirements of non-binding mediation as set forth in Sub-Article 18.G.(1), and, except at Franchisor’s election, as to any claims or disputes related to or concerning a breach of this Agreement by Franchisee that, under the terms of this Agreement, may entitle Franchisor to the award of injunctive relief including, but not limited to, Franchisee’s violation or purported violation of Article 6 of this Agreement, Franchisor and Franchisee agree that all disputes, controversies, and claims, arising from and/or related to this Agreement, the relationship between Franchisor and Franchisee, the System, and/or the validity of this Agreement and/or the Ancillary Agreements, shall be submitted, on demand of either Franchisor or Franchisee, to AAA for binding arbitration. Arbitration shall be conducted by one arbitrator in accordance with AAA’s then current rules for commercial disputes, except as may be otherwise required in this Article 18.G. All arbitration proceedings shall be conducted in a suitable location selected by the arbitrator that is within Morris County, New Jersey or the closest suitable location nearest to Franchisor’s corporate headquarters at the time the arbitration proceeding is commenced. In connection with binding arbitration, Franchisor and Franchisee further agree that:

(a) All matters relating to arbitration, will be governed by the United States Federal Arbitration Act, except as expressly or otherwise set forth in this Agreement;

(b) The arbitration hearing shall be conducted within 180 days of the demand for arbitration;

(c) The arbitrator shall render written findings of fact and conclusions of law;

(d) Except as may be otherwise required and/or prohibited by this Agreement including, but not limited to Articles 18.I., 18.J., 18.N., 18.O., 18.R., 18.T., and 18.X. of this Agreement, the arbitrator has the right to award or include in his or her award any relief that he or she determines to be proper, including monetary damages, interest on unpaid sums, specific performance, injunctive relief, attorneys’ fees, and costs and expenses as allowable under this Agreement. Notwithstanding the foregoing, under no circumstance shall the Arbitrator be authorized to award or declare the Licensed Marks to be descriptive or invalid;

(e) They shall each be bound to the limitation's periods set forth in Article 18.I. of this Agreement and that, in any arbitration proceeding, Franchisor and Franchisee must each timely submit, within the same arbitration proceeding, any claim that would constitute a compulsory counterclaim as such claims are defined and set forth under Rule 13 of the United States Federal Rules of Civil Procedure. Any claim that is not submitted or filed as required shall be forever barred;

(f) Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction; and

(g) Arbitration and/or any arbitration award must be conducted in accordance with the terms of this Agreement including, but not limited to, the requirements set forth in this Article 18.

(3) **Consent to Jurisdiction and Venue** – Subject to the non-binding mediation and arbitration provisions set forth in this Article 18.G., Franchisor and Franchisee agree that any judicial action or legal proceeding must be brought in a court of competent jurisdiction located within Morris County, New Jersey or, as applicable, the state court or Federal District Court located nearest to Franchisor's corporate headquarters at the time the legal proceeding is commenced. Franchisor and Franchisee do hereby irrevocably consent to and waive any objection to such jurisdiction or venue. Without limitation to the foregoing and notwithstanding same, Franchisor and Franchisee agree that Franchisor, at Franchisor's election, may bring any legal action or proceeding (i) seeking a temporary restraining order, preliminary injunction, or any action seeking Franchisor's enforcement of an arbitration award or any judicial decision; (ii) for monies owed; and/or (iii) involving relief related to real property in the federal or state court located in the county and state where either the Franchised Business was located or where Franchisee resides.

18.H. VARIANCES AND DIFFERENT FORMS OF AGREEMENT

FRANCHISEE AGREES THAT FRANCHISOR HAS AND MAY AT DIFFERENT TIMES, IN FRANCHISOR'S ABSOLUTE AND SOLE DISCRETION, APPROVE EXCEPTIONS OR CHANGES FROM THE UNIFORM STANDARDS OF THE SYSTEM, WHICH FRANCHISOR DEEMS DESIRABLE OR NECESSARY UNDER PARTICULAR CIRCUMSTANCES. FRANCHISEE AGREES THAT FRANCHISEE HAS NO RIGHT TO OBJECT TO OR OBTAIN SUCH VARIANCES. FRANCHISEE AGREES THAT EXISTING AND FUTURE FRANCHISEES MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENTS AND THAT THE RIGHTS AND OBLIGATIONS OF EXISTING FRANCHISEES AND FUTURE FRANCHISEES MAY DIFFER MATERIALLY FROM THIS AGREEMENT.

18.I. LIMITATIONS OF CLAIMS

EXCEPT FOR CLAIMS BROUGHT BY FRANCHISOR WITH REGARD TO FRANCHISEE'S OBLIGATIONS TO MAKE PAYMENTS TO FRANCHISOR PURSUANT TO THIS AGREEMENT, FRANCHISOR'S ENFORCEMENT OF THE RESTRICTIVE COVENANTS SET FORTH IN ARTICLE 6 OF THIS AGREEMENT, AND FRANCHISEE'S OBLIGATION TO INDEMNIFY FRANCHISOR IN ACCORDANCE WITH THIS AGREEMENT, ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, OR THE RELATIONSHIP BETWEEN FRANCHISEE AND FRANCHISOR RESULTING FROM THIS AGREEMENT, SHALL BE BARRED UNLESS SUCH CLAIM AND/OR CAUSE OF ACTION IS COMMENCED WITHIN TWO YEARS FROM THE DATE ON WHICH THE ACT OR EVENT GIVING RISE TO THE CLAIM OCCURRED OR ONE YEAR FROM THE DATE ON WHICH FRANCHISEE OR FRANCHISOR KNEW, OR SHOULD HAVE KNOWN, IN THE EXERCISE OF REASONABLE DILIGENCE, OF THE FACTS GIVING RISE TO SUCH CLAIM AND/OR CAUSE OF ACTION, WHICHEVER OCCURS FIRST IN TIME.

18.J. WAIVER OF PUNITIVE DAMAGES AND LIMITATION OF DAMAGES

FRANCHISOR AND FRANCHISEE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SPECULATIVE DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EXCEPT AS OTHERWISE PROVIDED HEREIN, EACH SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT, PROVIDED THAT SUCH WAIVER SHALL NOT APPLY TO ANY CLAIM FOR DAMAGES: (A) ALLOWED BY

FRANCHISOR OR FRANCHISEE FOR ATTORNEY'S FEES OR COSTS AND EXPENSES UNDER THIS AGREEMENT; AND/OR (B) FOR LOST PROFITS, FEES, AND/OR OTHER PAYMENTS OR OBLIGATIONS THAT OTHERWISE WOULD HAVE BEEN PAYABLE AND DUE UNDER THIS AGREEMENT BY FRANCHISOR OR FRANCHISEE AND/OR THE OWNERS HAD THE BREACH RESULTING IN THE TERMINATION OF THIS AGREEMENT NOT OCCURRED. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IF ANY OTHER TERM OF THIS AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISIONS OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES SHALL CONTINUE IN FULL FORCE AND EFFECT.

18.K. WAIVER OF JURY TRIAL

FRANCHISOR AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER A LEGAL ACTION, IN MEDIATION, OR IN ARBITRATION.

18.L. BINDING EFFECT

This Agreement is binding upon the parties of this Agreement and their respective executors, administrators, heirs, assigns and successors in interest, and shall not be modified except by written agreement signed by both Franchisee and Franchisor.

18.M. COMPLETE AGREEMENT

This Agreement, the documents referred to in this Agreement and the Schedules and Exhibits to this Agreement, together with the Operations Manual, constitute the entire, full and complete Agreement between Franchisor and Franchisee concerning the subject matter of this Agreement and supersedes all prior related agreements between Franchisor and Franchisee. The foregoing shall not constitute and does not constitute any disclaimer as to the express representations made by Franchisor in the Franchise Disclosure Document disclosed to Franchisee in connection with this Franchise Agreement.

18.N. ATTORNEY FEES AND EXPENSES

Franchisee agrees that in the event that an arbitrator in any arbitration proceeding and/or, a court of competent jurisdiction shall issue an award, judgment, decision and/or order finding, holding and/or declaring Franchisee's breach of this Agreement that Franchisor shall also be entitled to the recovery of all reasonable attorney fees, costs and expenses associated with and/or related to such arbitration and/or litigation. Said fees, costs and expenses shall include, but not be limited to, attorney fees, arbitration fees, arbitrator fees, deposition expenses, expert witness fees and filing fees.

18.O. NO CLASS ACTION OR MULTI-PARTY ACTIONS

FRANCHISOR AND FRANCHISEE AGREE THAT ALL PROCEEDINGS AND/OR LEGAL ACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR THE OFFER AND SALE OF THE WILD BILL'S BUSINESS FRANCHISE FROM FRANCHISOR TO FRANCHISEE, WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S OWNERS, SPOUSES AND/OR GUARANTORS AND FRANCHISOR AND/OR FRANCHISOR'S AFFILIATES, OFFICERS, DIRECTORS AND/OR EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

18.P. ACCEPTANCE BY FRANCHISOR

This Agreement will not be binding on Franchisor unless and until an authorized officer of Franchisor has signed it.

18.Q. OPPORTUNITY FOR REVIEW BY FRANCHISEE'S ADVISORS

Franchisor recommends that Franchisee have this Agreement and the Franchise Disclosure Document reviewed by Franchisee's lawyer, accountant, and other business advisors, prior to signing this Agreement.

18.R. NO PERSONAL LIABILITY BY FRANCHISOR'S EMPLOYEES, OFFICERS AND/OR AUTHORIZED AGENTS

Franchisee agrees that the fulfillment of any of Franchisor's obligations written in this Agreement or based on any oral communications ruled to be binding in a court of law shall be Franchisor's sole obligation and none of Franchisor's employees, officers and/or authorized agents shall be personally liable to Franchisee for any reason. In addition to the foregoing, Franchisor and Franchisee are not joint employers. The foregoing shall not be construed to imply that Franchisor and/or Franchisor's agents have made any oral promises as pursuant to Article 18.M. of this Agreement, this written Agreement represents the sole Agreement between Franchisor and Franchisee.

18.S. NON-UNIFORM AGREEMENTS

Franchisee agrees and acknowledges that Franchisor makes no representations or warranties that all other agreements with Wild Bill's Soda Franchising, LLC franchisees entered into before or after the Effective Date do or will contain terms substantially similar to those contained in this Agreement. Franchisee agrees that Franchisor may waive or modify comparable provisions of other Franchise Agreements to other System franchisees in a non-uniform manner.

18.T. NO RIGHT TO OFFSET

Franchisee shall not, on grounds of the alleged nonperformance, material breach, or default by Franchisor of this Agreement, any other agreement between Franchisor and Franchisee, or for any other reason, withhold any payment, fee, or any other amount payable by Franchisee to Franchisor pursuant to this Agreement, including, without limitation, the payment of Royalty Fees and Advertising Contributions, or any other payment obligation by Franchisee to Franchisor. Franchisee shall not have the right to offset or withhold any liquidated or unliquidated amount allegedly due to Franchisee from Franchisor against any payment, fee, or any other amount payable to Franchisor pursuant to this Agreement or any other payment obligation by Franchisee to Franchisor.

18.U. HEADINGS

The headings and subheadings in this Agreement are strictly for convenience and reference only, and they shall not limit, expand, or otherwise affect the interpretation or construction of the terms and conditions of this Agreement.

18.V. AUTHORITY TO EXECUTE AND BIND

Each party acknowledges, warrants and represents that it has all requisite power and authority to enter into this Agreement. The execution, delivery, and performance of this Agreement has been duly and lawfully authorized by all necessary actions of each party, and the signatory to this Agreement for each party has been duly and lawfully authorized to execute this Agreement for and on behalf of the party for whom each signatory has signed.

18.W. COUNTERPARTS, ELECTRONIC SIGNATURES, AND MULTIPLE COPIES

This Agreement may be executed electronically. This Agreement may be executed in counterparts, all of which counterparts shall be deemed originals and taken together shall constitute a single agreement. Executed electronic or print duplicates of this Agreement, if any, and their respective signatures shall be deemed originals.

18.X. JOINT AND SEVERAL LIABILITY

If Franchisee consists of more than one person or entity, then their liability under this Agreement shall be joint and several among each and every individual and/or Corporate Entity franchisee.

18.Y. RECITALS

The parties agree that the recitals and representations contained on the first page of this Agreement constitute a part of this Agreement and are hereby fully incorporated into the terms of this Agreement.

ARTICLE 19 NOTICES

14.

All written notices and reports permitted or required to be delivered by this Agreement shall be deemed so delivered, at the time delivered by hand, one business day after being placed in the hands of a national commercial courier service for overnight delivery (properly addressed and with tracking confirmation), or three business days after placed in the U.S. mail by registered or

certified mail, postage prepaid, and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified. Reports requiring delivery shall be delivered by certified U.S. mail and/or electronically, as designated by Franchisor. The addresses for the parties set forth in the initial paragraph of this Agreement shall be used unless and until a different address has been designated by written notice to the other party. Any notice required under this Agreement shall not be deemed effective or given by Franchisee to Franchisor unless given in strict compliance with this Agreement.

In all cases where Franchisor's prior approval is required and no other method or timing for obtaining such approval is prescribed, Franchisee shall request such approval in writing, and Franchisor shall respond within 10 business days after receiving Franchisee's written request and all supporting documentation, provided if Franchisor does not respond, such request shall be deemed unapproved. Franchisor's consent to, or approval of, any act or request by Franchisee shall be effective only to the extent specifically stated, and Franchisor's consent or approval shall not be deemed to waive, or render unnecessary, consent or approval of any other subsequent similar act or request.

15.

IN WITNESS WHEREOF, the parties have executed, sealed and delivered this Agreement as of the Effective Date set forth in the first paragraph of this Agreement.

Franchisor:

Wild Bill's Soda Franchising, LLC

Franchisee:

By: _____
Signature

Signature

Name and Title (please print)

Name (please print)

Dated

Dated

Signature

Name (please print)

Dated



FRANCHISE AGREEMENT
Schedule 1
Operating Territory Acknowledgment

Franchisee's Operating Territory – Franchisee's "Operating Territory", as such term is identified and defined in the Franchise Agreement, including, but not limited to, Article 1 of the Franchise Agreement, is identified, as follows:

[IF LEFT INCOMPLETE THE OPERATING TERRITORY SHALL BE DESIGNATED AND DETERMINED BY FRANCHISOR]

The foregoing Operating Territory has been determined based on negotiations initiated by Franchisee. To the extent that the foregoing description of the Operating Territory includes and/or delineates geographic or political boundaries such determinations will be considered fixed as of the Effective Date of the Franchise Agreement and will not change for the purpose of this Agreement notwithstanding a change or reorganization to such boundaries or regions. All street boundaries, if any, will be deemed to end at the street center lines unless otherwise specified above.

Franchisor:
Wild Bill's Soda Franchising, LLC

Franchisee:

By: _____
Signature

Signature

Name and Title (please print)

Name (please print)

Signature

Name (please print)



FRANCHISE AGREEMENT
Schedule 2
Franchise Fee Acknowledgment

As of the Effective Date of the Franchise Agreement, Franchisor and Franchisee agree that:

Franchisee's Operating Territory Qualifies as a: (Check appropriate box below)

☐	Single Territory Only

☐	Single Territory PLUS Additional Territory/Territories	
Number of Additional Territories		
Number of Total Territories		

Initial Franchise Fee. The Initial Franchise Fee is:

\$	

Franchisor:

Franchisee:
Wild Bill's Soda Franchising, LLC

By: _____
Signature

Signature

Name and Title (please print)

Name (please print)

Signature

Name (please print)



FRANCHISE AGREEMENT
Schedule 3
Statement of Franchisee's Owners

Franchisee represents that the following schedule is complete and accurately identifies Franchisee's Owners, Franchisee's Managing Owner, and their respective ownership interests in Franchisee. Defined terms shall have the meanings set forth in the Franchise Agreement between Franchisor and Franchisee.

If Franchisee is a Corporate Entity, Franchisee represents and affirms to Franchisor that the following list identifies each and every Owner of Franchisee and their respective ownership interests.

Owner Name	Owner Address	Ownership Interest Percentage
Name of designated Managing Owner:		

Franchisor:
Wild Bill's Soda Franchising, LLC

Franchisee:

By: _____
Signature

Signature

Name and Title (please print)

Name (please print)

Signature

Name (please print)



Franchise Agreement
Exhibit 1
Owner and Spouse Agreement and Guaranty



OWNER AND SPOUSE AGREEMENT AND GUARANTY

This Franchise Owner and Spouse Agreement and Individual Guaranty (the "Agreement") is individually entered into by you as either an owner of _____ (hereinafter referred to as "**Franchisee**"), Franchisee, or the spouse of the owner of franchisee and is given and signed by you in favor of Wild Bill's Soda Franchising, LLC, franchisor of the Wild Bill's franchise system and in favor of Wild Bill's Soda Franchising, LLC's successors and assigns, upon the terms and conditions set forth in this Agreement. In this Agreement Wild Bill's Soda Franchising, LLC is referred to as "**us**", "**our**" or "**we**", and each individual that signs this Agreement is referred to as "**you**".

Recitals and Representations

WHEREAS, Franchisee has entered into a Wild Bill's Franchise Agreement (the "Franchise Agreement") for the development and operation of a Wild Bill's Business (the "Franchised Business" or "Wild Bill's Business"), an event driven mobile business that offers and provides tap served Wild Bill's branded craft beverages, canned beverages for on-site consumption, collectible mugs, and related services and products (the "Approved Services and Products") under the Licensed Marks (defined below);

WHEREAS, you represent that you have received and have thoroughly reviewed the completed Franchise Agreement, including schedules and exhibits attached to the Franchise Agreement;

WHEREAS, we have recommended that you thoroughly review the Franchise Agreement, this Agreement and all schedules and exhibits to the Franchise Agreement with a lawyer selected and hired by you;

WHEREAS, you represent to us that you are either: (a) an Owner of Franchisee such that you own or control a legal, equitable or beneficial ownership or equity interest in Franchisee and/or otherwise meet the definition of an "Owner" as set forth in this Agreement; and/or (b) the "Spouse" of an Owner of Franchisee;

WHEREAS, you acknowledge that this Agreement will apply to you individually, jointly and severally with all others who sign this Agreement (including if this Agreement is signed in counterparts or electronically among other Owners and Spouses);

WHEREAS, you acknowledge that this Agreement, among other things, personally obligates you to guarantee Franchisee's obligations to us and obligates you to brand protection, confidentiality and non-competition restrictions and covenants and that you enter into this Agreement to induce us to enter into the Franchise Agreement with Franchisee; and

WHEREAS, you acknowledge that we are relying on this Agreement and that without this Agreement we would not have entered into and/or would not be simultaneously entering into the Franchise Agreement with Franchisee.

NOW THEREFORE, to induce us to enter into the Franchise Agreement and as consideration to us for entering into the Franchise Agreement with Franchisee and other consideration, the receipt and sufficiency of which you acknowledge, you agree as follows:

1. Recitals and Representations.

You agree that the foregoing Recitals and Representations are true and accurate and constitute a material part of this Agreement and are hereby incorporated into the main body of this Agreement.

2. Definitions.

Supplementing the terms and definitions contained in the Recitals and Representations:

“Administrative Office(s)” means the fixed administrative offices and/or facilities from which Wild Bill’s Businesses are established, operated and managed.

“Approved Services and Products” shall have the meaning defined in the Recitals and Representations section of this Agreement and shall further refer to and mean those products and services that we authorize for sale by Wild Bill’s Businesses. We shall exclusively designate and determine the Approved Services and Products and we, in our Reasonable Business Judgment, may change, modify, reduce or supplement the Approved Services and Products that must be offered and sold by the Franchised Business and those products and services that may not be sold by the Franchised Business. The Franchised Business may only offer and sell the Approved Services and Products.

“Business Management System” means the software, internet, web based and/or cloud based system or systems, point of sale system or systems and customer relationship management system or systems as same may be individually or collectively designated by us, in our Reasonable Business Judgment, as being required for use by the Franchised Business, including, but not limited to, the day-to-day sales, ordering, operations and management of the Franchised Business. We reserve the right to modify and designate alternative Business Management Systems as we determine in our Reasonable Business Judgment. Without limitation to the foregoing, the Business Management System may include: (a) multiple point of sale systems installed and maintained on-site at the Administrative Office; (b) portable tablet and/or computer systems utilized on-site when providing services to customers of the Franchised Business; (c) web based, private server based, network based and/or cloud based customer ordering systems, processing systems, production systems and/or service delivery systems; and (d) customer membership and rewards systems.

“Business Management System Data” means the forms, data, tools, customer information, inventory and sales information that: (a) is pre-populated or entered into the Business Management System utilized by Franchisee; (b) is entered (whether by us or Franchisee) into the Business Management System utilized by Franchisee; and/or (c) is recorded, stored and/or maintained by the Business Management System in connection with the management and operations of the Franchised Business.

“Competitive Business” means any business that (i) is the same as or similar to a Wild Bill’s Business; and/or (ii) offers, sells, and/or provides mobile beverage concessions.

“Confidential Information” means all of our and/or our affiliates’ trade secrets, methods, standards, techniques, procedures, data and information, as same may exist as of the Effective Date of the Franchise Agreement and as same may be developed, modified and supplemented in the future, constituting and comprising: (a) methods, specifications, standards, policies, procedures, information, concepts, programs and systems relating to the development, establishment, marketing, promotion and operation of Wild Bill’s Businesses; (b) information concerning consumer preferences for services, products, materials and supplies used or sold by, and specifications for and knowledge of suppliers of certain materials, equipment, products, supplies and procedures used or sold by Wild Bill’s Businesses; (c) information concerning customers, customer lists, email lists, database lists, product sales, operating results, financial performance and other financial data of Wild Bill’s Businesses; (d) customer lists and information related to Wild Bill’s Businesses and the Franchised Business; (e) Business Management System Data; (f) current and future information contained in the Operations Manual; and (g) Know-How.

“Copyrights” means all works and materials for which we or any affiliate of ours has secured

common law or registered copyright protection and we utilize and/or allow Wild Bill's Business franchisees to use, sell or display in connection with the development, marketing and/or operation of a Wild Bill's Business, whether as of the Effective Date or any time in the future.

"Corporate Entity" means a corporation, limited liability company, partnership or other corporate legal entity that is not an individual person.

"Digital Media" means any interactive or static digital document, listing, directory, application, advertisement, link, metadata, or media that is transmitted within a closed or private network, or that is connected to, in communication with, and/or networked with computers, applications, or other devices linked by communications systems, data systems, a part of the world wide web including, traditional websites, web based applications, distributed databases, including, blockchain, software applications, smart phone applications, or social media platforms such as Facebook, LinkedIn, X, Pinterest, Instagram, SnapChat, TikTok, and YouTube, that refers, references, identifies, reviews, promotes and/or relates, in any way, to, a , Wild Bill's Business, the Franchised Business, the Licensed Marks, the System and/or us. Digital Media includes the System Website, and all other media and/or publications relating to the System that is displayed and/or transmitted digitally.

"Effective Date" means the "Effective Date" of the Franchise Agreement as the term "Effective Date" is set forth and defined in the Franchise Agreement. If, for any reason, the Effective Date cannot be determined by reference to the Franchise Agreement, the Effective Date shall be the date that you sign this Agreement.

"Franchised Business" means the Wild Bill's Business to be developed, owned and operated by Franchisee pursuant to the terms of the Franchise Agreement.

"Franchisee's Administrative Office" means the Wild Bill's Administrative Office from which Franchisee establishes, operates and manages the Franchised Business.

"Franchisee's Operating Territory" means the "Operating Territory" as such term is set forth and defined in the Franchise Agreement.

"Immediate Family Member" means the spouse of a person and any other member of the household of such person, including, without limitation, children of such person.

"Intellectual Property" means, individually and collectively, our Licensed Marks, Copyrights, Know-How, and System.

"Know-How" means our trade secrets and proprietary information relating to the development, establishment, marketing, promotion and/or operation of a Wild Bill's Business including, but not limited to, methods, techniques, specifications, procedures, policies, marketing strategies and information reflected in, included in, comprising and/or constituting a part of the System. Without limitation to the foregoing, Know-How shall further include information contained in the Operations Manual and the Confidential Information.

"Licensed Marks" means the trademarks, service marks, emblems and indicia of origin, including the "Wild Bill's" trademark, the Wild Bill's logo, Trade Dress, and other trade names, service marks, trademarks, logos, slogans and designs authorized by us in connection with the identification of Wild Bill's Businesses and the Approved Services and Products, provided that such trade names, trademarks, service marks, logos and designs are subject to modification, replacement and discontinuance by us in our Reasonable Business Judgment.

"Operations Manual" means, individually and collectively, the manual(s) designated by us and relating to the development and/or operations of Wild Bill's Businesses including, but not limited to, the policies, procedures and requirements for the development and operation of Wild Bill's Businesses. The Operations Manual may consist of one or more volumes, handbooks, manuals, written materials, videos, electronic media files, cloud/internet based list-service, intranet, internet based and accessed databases, computer media, email, webinars and other materials as may be modified, added to, replaced or supplemented by us

from time to time in our Reasonable Business Judgment, whether by way of supplements, replacement pages, franchise bulletins, or other official pronouncements or means. Subject to our modification from time to time and based on our Reasonable Business Judgment, the Operations Manual shall, among other things, designate the Approved Services and Products that must be offered and sold by the Franchised Business and the System Supplies that must be exclusively utilized by the Franchised Business.

“Owner” means collectively, individually, jointly and, as of the Effective Date: (a) the officers and directors of Franchisee (including the officers and directors of any general partner of Franchisee) who hold an ownership interest in Franchisee; (b) the managing member or manager of Franchisee, if franchisee is a limited liability company; (c) all holders of a 5% or more direct or indirect ownership interest in Franchisee and/or of any entity directly or indirectly controlling Franchisee; and (d) the Managing Owner(s).

“Prohibited Activities” means any or all of the following: (a) owning and/or having any legal or equitable interest (whether as an individual proprietor or as an owner, partner, member or shareholder of a Corporate Entity or, in any similar capacity) in a Competitive Business (other than owning an interest of 3% or less in a publicly traded company that is a Competitive Business); (b) operating, managing, funding and/or performing services (whether as an employee, officer, director, manager, consultant, representative, agent, and/or creditor or in any similar capacity) for a Competitive Business; (c) diverting or attempting to divert any business or customers from us (or one of our affiliates or franchisees); and/or (d) inducing any customer or client of ours (or of one of our affiliates or franchisees) or of Franchisee to any other person or business that is not a Wild Bill's Business.

“Reasonable Business Judgment” means, and relates to any and all decisions, actions and choices made by us concerning or relating to the Franchise Agreement, the System, Wild Bill's Businesses and the Franchised Business where we undertake or make such decision with the intention of benefitting or acting in a way that could benefit the System including, as examples and without limitation, enhancing the value of the Licensed Marks, increasing customer satisfaction, minimizing potential customer confusion as to the Licensed Marks, determining operating territory markets, minimizing potential customer confusion as to the location of Wild Bill's Businesses, expanding brand awareness of the Licensed Marks, implementing marketing and accounting control systems, approving products, services, supplies and equipment. The Franchisee has agreed, and you agree, that when a decision, determination, action and/or choice is made by us in our Reasonable Business Judgment that such decision, determination, action or choice made by us takes precedence and prevails, even if other alternatives, determinations, actions and/or choices are reasonable or arguably available and/or preferable. Franchisee has agreed, and you agree, that in connection with any decision, determination, action and/or choice made by us in our Reasonable Business Judgment as franchisor that: (a) we possess a legitimate interest in seeking to maximize our profits; (b) we shall not be required to consider Franchisee's or your individual economic or business interests as compared to the overall System; and (c) should we economically benefit from such decision, determination, action and/or choice that such economic benefit to us shall not be relevant to demonstrating that we did not exercise reasonable business judgment with regard to our obligations under the Franchise Agreement and/or with regard to the System. Franchisee agreed and you agree that neither Franchisee and/or any third party, including, but not limited to, any third party acting as a trier of fact, shall substitute Franchisee's or such third party's judgment for our Reasonable Business Judgment. Franchisee agreed, and you agree, that should Franchisee challenge our Reasonable Business Judgment in any legal proceeding that Franchisee shall possess the burden of demonstrating, by clear and convincing evidence, that we failed to exercise our Reasonable Business Judgment.

“Restricted Period” means the 24 month period after the earliest to occur of the following: (a) the expiration of the Franchise Agreement; (b) the termination of the Franchise Agreement; (c) the date on which Franchisee assigns the Franchise Agreement to another person (other than you or your Spouse or an Immediate Family Member) provided that you do not and your Spouse does not own or hold, in the assignee, any direct or indirect ownership and/or equity interest whether legal, equitable or otherwise; (d) if you are an Owner of Franchisee, the date on which you cease to be an Owner of Franchisee; or (e) if

you are the Spouse of an Owner of Franchisee, the date on which your Spouse ceases to be an Owner of Franchisee. Provided however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the "Restricted Period" means the 18 month period after the earliest to occur of the following: (a) the expiration of the Franchise Agreement; (b) the termination of the Franchise Agreement; (c) the date on which Franchisee assigns the Franchise Agreement to another person (other than you or your Spouse or an Immediate Family Member) provided that you do not and your Spouse does not own or hold, in the assignee, any direct or indirect ownership and/or equity interest whether legal, equitable or otherwise; (d) if you are an Owner of Franchisee, the date on which you cease to be an Owner of Franchisee; or (e) if you are the Spouse of an Owner of Franchisee, the date on which you cease to be the Spouse of an Owner of Franchisee.

"Restricted Territory" means the geographic area: (a) comprising Franchisee's Operating Territory; (b) comprising a 25 mile radius surrounding Franchisee's Operating Territory; (c) comprising each of the operating territories, respectively, of other Wild Bill's Businesses that are in operation or under development during all or any part of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the "Restricted Territory" means the geographic area within Franchisee's Operating Territory plus a 25 mile radius surrounding Franchisee's Operating Territory.

"Spouse" means, as of the Effective Date, the legal spouse of an Owner.

"System" means our system for the development, establishment and operation of Wild Bill's Businesses including, but not limited to: (a) the Approved Services and Products, System Supplies, and services, procedures and systems that are designated by us, whether presently or in the future, for use in connection with the development, establishment, marketing, promotion and operation of a Wild Bill's Business; (b) the Licensed Marks; (c) the Trade Dress; (d) Copyrights; (e) other trade names, service marks, signs, and logos, copyrights and trade dress that is designated by us, whether presently or in the future, for use in connection with the development, establishment, marketing, promotion and operation of a Wild Bill's Business; (f) Operations Manual; (g) Business Management System Data; (h) Know-How; (i) Confidential Information; and (j) Digital Media. All determinations as to the system including components to the system and modifications and replacements thereto shall be determined by us in our Reasonable Business Judgment.

"System Supplies" means the equipment and supplies designated by us as required for use in connection with Franchisee's Wild Bill's Business and the Approved Services and Products.

"System Website" means the web page and pages located on the world wide web at the www.wildbillssoda.com domain and shall further include all webpages and subdomains including, those that are franchisee and/or geography specific, that are a part of www.wildbillssoda.com, or as designated by Franchisor being associated with the URL of www.wildbillssoda.com and/or Wild Bill's Businesses.

"Trade Dress" means the Wild Bill's Business designs, images, marketing materials, packaging, branding and/or branding images which we authorize and require Franchisee to use in connection with the operation of the Franchised Business and as may be revised and further developed by us from time to time.

"Transfer" means and shall include, without limitation, the following, whether voluntary or involuntary, conditional or unconditional, and/or direct or indirect: (a) an assignment, sale, gift, transfer, pledge or sub-franchise; (b) the grant of a mortgage, charge, lien or security interest, including, without limitation, the grant of a collateral assignment; (c) a merger, consolidation, exchange of shares or other ownership interests, issuance of additional ownership interests or securities representing or potentially representing ownership interests, or redemption of ownership interests; and/or (d) a sale or exchange of voting interests or securities convertible to voting interests, or an agreement granting the right to exercise or control the exercise of the voting rights of any holder of ownership interests or to control the operations or affairs of Franchisee.

“Wild Bill’s Business” shall have the meaning defined in the Recitals and Representations section of this Agreement and, without limitation to the Recitals and Representations section of this Agreement, the definition of “Wild Bill’s Businesses”, shall further include, refer to and mean: every business and all businesses owned and/or operated by us, our affiliates and/or our authorized franchisee(s) that utilize and/or is/are required to utilize the System and/or Licensed Marks including, but not limited to, the Franchised Business.

3. Additional Acknowledgments by You.

The Recitals and Representations set forth in the beginning of this Agreement are hereby incorporated into this Agreement. In addition to the foregoing, you acknowledge and represent that:

- (a) as of the Effective Date you are an Owner and/or Spouse;
- (b) you are signing this Agreement in your individual capacity and that you are bound to the terms and conditions of this Agreement and irrespective of any change in your status as an Owner and/or Spouse;
- (c) in your capacity as an Owner of Franchisee or as the Spouse of an Owner of Franchisee that you have and may be gaining access to, among other things, the System and Intellectual Property;
- (d) you acknowledge that all of the components and aspects of the System and Intellectual Property (both individually and as they relate to one another collectively) are critical to our success as the franchisor of the System and to the overall System;
- (e) you acknowledge that we need to protect the System and Intellectual property and that to do so we require that you, in your individual capacity, to agree to the brand protection, non-competition and other covenants and restrictions contained in this Agreement and that you personally guarantee the financial and other obligations of Franchisee to us; and
- (f) you acknowledge that the terms of this Agreement are fair and reasonable and that you have elected, based on your own decision, to enter into this Agreement to induce us to enter into the Franchise Agreement with Franchisee.

4. Intellectual Property, Brand Protection and Non-Competition Covenants and Restrictions.

(a) Know-How. You agree that: (i) you will not use the Know-How in any business or capacity other than the Franchised Business; (ii) you will maintain the confidentiality of the Know-How at all times; (iii) you will not make unauthorized copies of documents containing any Know-How; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-How; and (v) you will stop using the Know-How immediately if you are no longer an Owner of Franchisee or your Spouse is no longer an Owner of Franchisee, as applicable. You will not use the Intellectual Property for any purpose other than the development and operation of the Franchised Business pursuant to the terms of the Franchise Agreement and Operations Manual. You agree to assign to us or our designee, without charge, all rights to any improvement developed by you, including the right to grant sublicenses. If applicable law precludes you from assigning ownership of any improvement to us, then such improvement shall be perpetually licensed by you to us free of charge, with full rights to use, commercialize, and sublicense the same.

(b) Non-Competition During Franchise Relationship. Subject to the terms and conditions of Article 5 of this Agreement, below, you represent and agree that while you are an Owner of Franchisee or while your Spouse is an Owner of Franchisee (as applicable) that you will not engage in any Prohibited Activities. You agree that this restriction is fair and reasonable and that if you did engage in a Prohibited Activity that

such actions would constitute acts of unfair competition and will irreparably harm the System and us.

(c) Non-Competition After Franchise Relationship. You represent, acknowledge and agree that during the Restricted Period you will not engage in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to customers/clients who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the prohibited activity (any such extension of time will not be construed as a waiver of your breach or otherwise impair any of our rights or remedies relating to your breach). You agree that this restriction is fair and reasonable and that if you did engage in a Prohibited Activity that such actions would constitute acts of unfair competition and will irreparably harm us and the System.

(d) Confidentiality Restrictions. You represent, acknowledge and agree that, at all times you: (i) shall not use the Confidential Information in any business or capacity other than the Franchised Business; (ii) shall maintain the confidentiality of the Confidential Information; (iii) shall not make unauthorized copies of documents containing any Confidential Information; (iv) shall take such reasonable steps as we may ask of you and/or Franchisee from time to time to prevent unauthorized use or disclosure of the Confidential Information; (v) shall immediately and permanently stop using the Confidential Information upon the expiration or termination of the Franchise Agreement; (vi) shall immediately and permanently stop using the Confidential Information if you are no longer an Owner of Franchisee and/or the Spouse of an Owner; (vii) shall immediately and permanently stop using the Confidential Information upon Franchisee's Transfer of the Franchise Agreement; and (viii) shall not disclose the Confidential Information to any third party except in a legal proceeding pursuant to an order of a court of competent jurisdiction and after affording us no less than 15 business days prior notice and an opportunity for us, at our election, to appear in such action.

(e) Immediate Family Members. You acknowledge that should you circumvent the purpose and protections (due to us) of this Agreement by disclosing Know-How to an immediate family member (i.e., parent, sibling, child, or grandchild) we will and the System will be irreparably harmed. You acknowledge that if you did disclose the Know-How to an immediate family member and your immediate family member used the Know-How to engage in activities that, for you, qualify as Prohibited Activities as defined above, that we and the System will be irreparably harmed. You agree that as between you and us that you are in a better position to know if you permitted and/or provide an immediate family member with access to the Know-How. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities or (ii) uses or discloses the Know-How. However, you may rebut this presumption by providing evidence conclusively demonstrating that you did not disclose the Know-How nor permit disclosure of the Know-How to the family member.

(f) Reasonableness of Covenants and Restrictions. You agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **You waive any right to challenge the terms of this Agreement as being overly broad, unreasonable or otherwise unenforceable.** Although you and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration and geographic area, we may at any time unilaterally modify the terms of this Article 4 (Intellectual Property, Brand Protection and Non-Competition Covenants and Restrictions) by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon you under this Article 4 to ensure that the terms are enforceable under applicable law.

(g) **Breach.** You agree that failure to comply with these Article 4 Intellectual Property, Brand Protection and Non-Competition Covenants and Restrictions will cause irreparable harm to us and/or other Wild Bill's Business franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of these covenants will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon a hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Article are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

5. Transfer Restrictions and Non-Competition Covenants and Restrictions.

Notwithstanding anything contained in this Agreement to the contrary, you agree that if you are an Owner, and/or the Spouse of an Owner, that, prior to Transferring an Owner's equity and/or ownership interests in Franchisee that, among other things, Franchisee must notify us and obtain our written consent. Likewise, you agree that under the Franchise Agreement that prior to Franchisee's Transfer of the Franchise Agreement, among other things, Franchisee must notify us and obtain our written consent. For our protection and to prevent the subversion of the non-competition covenants contained in Article 4 of this Agreement and, to induce us to enter into the Franchise Agreement with Franchisee, you agree, that:

(a) if you are an Owner, should Franchisee fail to properly and timely notify us in writing of the proposed Transfer of your equity and/or ownership interests in Franchisee and/or should Franchisee, fail to obtain our consent to the proposed Transfer of your equity and/or ownership interests in Franchisee (which we may either reject or approve, in accordance with the terms and conditions of the Franchise Agreement), you shall remain subject to the non-competition covenants contained in Article 4 of this Agreement and irrespective of any purported and/or actual Transfer in violation of the terms and conditions of the Franchise Agreement;

(b) if you are a Spouse, should Franchisee fail to properly and timely notify us in writing of the proposed Transfer of your Spouse's equity and/or ownership interests in Franchisee and/or should Franchisee, fail to obtain our consent to the proposed Transfer of your Spouse's equity and/or ownership interests in Franchisee (which we may either reject or approve, in accordance with the terms and conditions of the Franchise Agreement), you shall remain subject to the non-competition covenants contained in Article 4 of this Agreement and irrespective of any purported and/or actual Transfer in violation of the terms and conditions of the Franchise Agreement;

(c) if you are an Owner, should Franchisee fail to properly and timely notify us in writing of the proposed Transfer of the Franchise Agreement to a third party and/or should Franchisee, fail to obtain our consent to the proposed Transfer of the Franchise Agreement to a third party (which we may either reject or approve, in accordance with the terms and conditions of the Franchise Agreement), you shall remain subject to the non-competition covenants contained in Article 4 of this Agreement and irrespective of any purported and/or actual Transfer in violation of the terms and conditions of the Franchise Agreement; and

(d) if you are the Spouse of an Owner, should Franchisee fail to properly and timely notify us in writing of the proposed Transfer of the Franchise Agreement to a third party and/or should Franchisee, fail to obtain our consent to the proposed Transfer of the Franchise Agreement to a third party (which we may either reject or approve, in accordance with the terms and conditions of the Franchise Agreement), you shall remain subject to the non-competition covenants contained in Article 4 of this Agreement and irrespective of any purported and/or actual Transfer in violation of the terms and

conditions of the Franchise Agreement.

6. Personal Guaranty of Franchise Agreement and Financial Obligations.

To secure Franchisee's financial obligations under the Franchise Agreement and all ancillary agreements executed by Franchisee in connection with the Franchise Agreement, including, but not limited to, any agreement for the purchase of goods or services from us or an affiliate of ours (collectively the "Ancillary Agreements") you individually, jointly and severally, and personally and unconditionally:

(a) guarantee to us and our successor and assigns, that Franchisee shall punctually satisfy and pay all of Franchisee's payment and other obligations under the Franchise Agreement;

(b) guarantee to us and our successor and assigns, that Franchisee shall punctually satisfy and pay all of Franchisee's payment and other obligations under the Ancillary Agreements;

(c) agree, at all times, to be personally bound by and personally liable for each and every fee, payment and monetary obligation due from Franchisee to us pursuant to the terms of the Franchise Agreement (including, but not limited to, the fee obligations of Article 5 of the Franchise Agreement, the advertising obligations of Article 9 of the Franchise Agreement, and the indemnification obligations of Article 10 of the Franchise Agreement);

(d) agree, at all times, to be personally bound by and personally liable for each and every fee, payment and monetary obligation due from Franchisee to us and/or our affiliates under the Ancillary Agreements;

(e) do, at all times, hereby personally guarantee payment of each and every fee, payment and monetary obligation due or that may become due from Franchisee to us pursuant to the terms of the Franchise Agreement including, but not limited to, the fee obligations of Article 5 of the Franchise Agreement, the marketing obligations of Article 9 of the Franchise Agreement, and the indemnification obligations of Article 10 of the Franchise Agreement; and

(f) do, at all times, hereby personally guarantee payment of each and every fee, payment and monetary obligation due or that may become due from Franchisee to us pursuant to the terms of the Ancillary Agreements.

You waive: (a) acceptance and notice of acceptance by us of the foregoing undertakings; (b) notice of demand for payment of any indebtedness guaranteed; (c) protest and notice of default to any party with respect to the indebtedness guaranteed; (d) any right you may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness hereby guaranteed.

You agree that: (a) your direct and immediate liability under this guaranty shall be joint and several with Franchisee and all other signatories to this Agreement; (b) you will render any payment required under the Franchise Agreement and the Ancillary Agreements upon demand if Franchisee fails or refuses punctually to do so; (c) your liability shall not be contingent or conditioned upon pursuit by us of any remedies against Franchisee or any other person; and (d) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that we may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guarantee, which shall be continuing and irrevocable during the term of each of the Franchise Agreement and the Ancillary Agreements and following the termination, expiration or Transfer of each of the Franchise Agreement and the Ancillary Agreements to the extent any financial obligations under any such Franchise Agreement and Ancillary Agreements survive such termination, expiration or Transfer. This guaranty will continue unchanged by the occurrence of any bankruptcy with respect to

Franchisee or any assignee or successor of Franchisee or by any abandonment of one or more of the Franchise Agreement and/or and Ancillary Agreements by a trustee of Franchisee. Neither your obligation to make payment in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency.

7. Arbitration, Consent to Jurisdiction and Venue, and Cross-Default.

Any dispute between the parties relating to this Agreement shall be brought in accordance with the dispute resolution procedures set forth in the Franchise Agreement. Notwithstanding the foregoing, if any of the dispute resolution procedures set forth in the Franchise Agreement conflict with any of the terms of this Agreement, the terms of this Agreement shall prevail. Without limitation to the foregoing, you agree that:

(a) **Arbitration** – Except, at our option, as to any claims or disputes related to or concerning a breach of this Agreement by you that may entitle us to the award of injunctive relief, you agree that any and all disputes, controversies, and claims, arising from and/or related to this Agreement, shall be submitted to the American Arbitration Association (“AAA”) for binding arbitration. Arbitration shall be conducted by one arbitrator in accordance with the AAA’s then current rules for commercial disputes, except as may be otherwise required in this Agreement. All arbitration proceedings shall be conducted in a suitable location selected by the arbitrator that is within Morris County, New Jersey or the closest suitable location nearest to our corporate headquarters at the time the arbitration proceeding is commenced.

In connection with binding arbitration, you agree that:

(i) All matters relating to arbitration, will be governed by the United States Federal Arbitration Act, except as expressly or otherwise set forth in this Agreement;

(ii) The arbitration hearing shall be conducted within 180 days of the demand for arbitration;

(iii) The arbitrator shall render written findings of fact and conclusions of law;

(iv) Except as may be otherwise required and/or prohibited by this Agreement, the arbitrator has the right to award or include in his or her award any relief that he or she determines to be proper, including monetary damages, interest on unpaid sums, specific performance, injunctive relief, attorneys’ fees, and costs and expenses as allowable under this Agreement. Notwithstanding the foregoing, under no circumstance shall the Arbitrator be authorized to award or declare the Licensed Marks to be generic or invalid; and

(v) Judgment upon the arbitrator’s award may be entered in any court of competent jurisdiction.

(b) **Consent to Jurisdiction and Venue** – You agree that any judicial action or legal proceeding must be brought in a court of competent jurisdiction located within Morris County, New Jersey or, as applicable, the state court or Federal District Court located nearest to our corporate headquarters at the time the legal proceeding is commenced. You do hereby irrevocably consent to and waive any objection to such jurisdiction or venue. Without limitation to the foregoing and notwithstanding same, you agree that we, at our election, may bring any legal action or proceeding (i) seeking a temporary restraining order, preliminary injunction, or any action seeking our enforcement of an arbitration award or any judicial decision; (ii) for monies owed; and/or (iii) involving relief related to real property in the federal or state court located in the county and state where you

reside.

(c) Acknowledgment as to Cross-Default – You agree that a breach of this Agreement by you shall constitute a material event of default under the Franchise Agreement, permitting us, among other things, to terminate the Franchise Agreement in accordance with the terms thereof.

8. Miscellaneous.

(a) If either party hires an attorney or files suit against the other party in relating to and alleging a breach of this Agreement, the losing party agrees to pay the prevailing party's reasonable attorneys' fees and costs incurred in connection with such breach.

(b) This Agreement will be governed by, construed and enforced under the laws of New Jersey and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

(c) Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

(d) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

(e) You agree that we may deliver to you any notice or other communication contemplated by this Agreement in the same manner and to the same address listed in the notice provisions of the Franchise Agreement and any such delivery shall be deemed effective for purposes of this Agreement. You may change the address to which notices must be sent by sending us a written notice requesting such change, which notice shall be delivered in the manner and to the address listed in the Franchise Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each undersigned has executed this Agreement as of the date set forth below.

Owner/Spouse:

Owner/Spouse:

Signature of Owner/Spouse

Signature of Owner/Spouse

Name (please print individual name)

Name (please print individual name)

Date

Date

Signature of Owner/Spouse

Signature of Owner/Spouse

Name (please print individual name)

Name (please print individual name)

Date

Date



Franchise Agreement
Exhibit 2
Confidentiality Agreement

THIS EXHIBIT IS FOR REFERENCE PURPOSES ONLY AS A SAMPLE FORM CONFIDENTIALITY AGREEMENT
THAT FRANCHISOR MAY APPROVE FOR USE BY FRANCHISEE – BEFORE USING WITH AN EMPLOYEE OR
CONTRACTOR FRANCHISEE SHOULD HAVE THIS AGREEMENT REVIEWED AND APPROVED BY AN
INDEPENDENT LOCAL ATTORNEY HIRED BY FRANCHISEE



CONFIDENTIALITY AGREEMENT (Sample Only)

This Agreement (the "Agreement") is entered into by the undersigned ("you") in favor of:

[Insert On the Line Below Name of Franchisee that Owns and Operates the Wild Bill's Business]

_____ (hereinafter referred to as "us", "our" or
"we")

Recitals and Representations

WHEREAS, we are the owners of a licensed Wild Bill's Business (hereinafter referred to as the "Wild Bill's Business") that we independently own and operate as a franchisee;

WHEREAS, you are or are about to be an employee, independent contractor, officer and/or director of a Wild Bill's Business that is independently owned and operated by us;

WHEREAS, in the course of your employment, independent contractor relationship and/or association with us, you may gain access to Confidential Information (defined below in this Agreement) and you understand that it is necessary to protect the Confidential Information and for the Confidential Information to remain confidential;

WHEREAS, our Franchisor, Wild Bill's Soda Franchising, LLC is not a party to this agreement and does not own or manage the Wild Bill's Business but is an intended third party beneficiary of this Agreement; and

WHEREAS, this Agreement is not an employment agreement and is only a confidentiality agreement in connection with information, materials and access that may be provided to you in connection with the Wild Bill's Business.

NOW THEREFORE, you acknowledge and agree as follows:

1. Recitals and Representations. You agree that the foregoing Recitals and Representations are true and accurate and shall constitute a part of this Agreement and are hereby incorporated into the main body of this Agreement.

2. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

"Business Management System" refers to and means the software and/or internet or cloud based system and/or systems, point of sale system or systems and customer relationship management system or systems as used in connection with the operations of the Wild Bill's Business.

"Business Management System Data" refers to and means the forms, data, tools, customer information, inventory and sales information, and other information that is entered into and/or maintained on the Business Management System of the Wild Bill's Business.

"Confidential Information" refers to and means: (a) non-public methods, specifications, standards, policies, procedures, information, concepts, programs and systems relating to the development, establishment, marketing, promotion and operation of the Wild Bill's Business; (b) information concerning customers, customer lists, email lists, database lists, product sales, operating results, financial performance and other financial data of the Wild Bill's Business; (c) customer lists and information related to the Wild Bill's Business; (d)

Business Management System Data; (e) current and future information contained in the Wild Bill's Operations Manual made available to the Wild Bill's Business by Wild Bill's Soda Franchising, LLC; and (f) production, supply, and service procedures that are not disclosed to the public but used by the Wild Bill's Business.

"Digital Media" refers to and means any interactive or static electronic document, application or media including, but not limited to, www.wildbillssoda.com, social media platforms and applications such as Facebook, LinkedIn, X, Pinterest, Instagram, SnapChat, YouTube, and world wide web and internet based directories and local directories that refers, references, identifies, reviews, promotes and/or relates, in any way, to the Wild Bill's Business or other Wild Bill's Business.

"Licensed Marks" refers to and means the word marks, trademarks, service marks, and logos now or hereafter utilized in the operation of a Wild Bill's Business, including, but not limited to, the "Wild Bill's" word mark, associated logos, and any other trademarks, service marks or trade names that we designate for use in a Wild Bill's Business.

"Operations Manual" refers to and means the confidential Operations Manual made available to the Wild Bill's Business by our Franchisor or as otherwise designated by us. The Operations Manual may consist of one or more volumes, handbooks, manuals, written materials, video, electronic media files, cloud/internet based list-service, intra-net, internet based and accessed databases, computer media, webinars and other materials as may be modified, added to, replaced or supplemented.

"Trade Dress" refers to and means Wild Bill's designs, images, marketing materials, packaging, branding and/or branding images used in connection with the operation of the Wild Bill's Business.

3. Your Access to Confidential Information. In addition to the representations and acknowledgments contained in the Recitals and Representations, above, you acknowledge and represent that in your capacity as an employee, independent contractor, officer and/or director of the Wild Bill's Business that you will be gaining access to, among other things, the Confidential Information. You acknowledge that the terms of this Agreement are fair and reasonable.

4. Protection of the Confidential Information. You agree that: (i) you will not use the Confidential Information in any business or capacity other than the Wild Bill's Business; (ii) you will maintain the confidentiality of the Confidential Information at all times; (iii) you will not make unauthorized copies of documents containing the Confidential Information; (iv) you will take such reasonable steps as the we may ask of you from time to time to prevent unauthorized use or disclosure of the Confidential Information; and (v) you will stop using the Confidential Information immediately at our request or demand. You will not use the Confidential Information for any purpose other than for the performance of your duties on behalf of us and in accordance with the scope of your work with us.

5. Reasonableness of Covenants and Restrictions. You agree that the terms of this Agreement are reasonable and fair and that you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **You hereby waive any right to challenge the terms of this Agreement as being overly broad, unreasonable or otherwise unenforceable.**

6. Breach. You agree that failure to comply with the terms of this Agreement will cause irreparable harm to us and to our Franchisor, Wild Bill's Soda Franchising, LLC, and other Wild Bill's franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of these covenants will entitle us or our Franchisor, Wild Bill's Soda Franchising, LLC, to injunctive relief. You agree that we and/or our Franchisor, Wild Bill's Soda Franchising, LLC, may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon a hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding

the preceding sentence, you agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Article are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

7. Miscellaneous.

(a) If we hire an attorney or file suit against you because you have breached this Agreement and if we prevail in such lawsuit, you agree to pay the reasonable attorney fees and costs that we incur.

(b) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

(c) YOU ACKNOWLEDGE THAT THIS IS NOT AN EMPLOYMENT AGREEMENT.

(d) YOU ACKNOWLEDGE AND AGREE THAT OUR FRANCHISOR, WILD BILL'S SODA FRANCHISING, LLC, IS NOT A PARTY TO THIS AGREEMENT BUT IS AN INTENDED THIRD PARTY BENEFICIARY OF THIS AGREEMENT.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date or dates set forth below.

Individual Signature of Restricted Party

Individual Signature of Restricted Party

Name (please print)

Name (please print)

Date: _____

Date: _____



Franchise Agreement

Exhibit 3

Assignment of Telephone Numbers and Digital
Media Accounts



ASSIGNMENT ~~Any and all notices required or permitted under this Agreement shall be in writing and shall be either personally delivered; sent by nationally recognized overnight courier (Ex: FedEx); sent by certified or registered mail, return receipt requested; or sent by email (provided that the sender also sends a copy by certified or registered mail or recognized overnight courier contemporaneously) to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party. Notwithstanding the foregoing, Franchisee's knowledge of a change in Franchisor's principal place of business shall be deemed adequate designation of a change and notice shall be sent to Franchisor's new address.~~

~~Franchisee:—~~

~~Franchisor:—Wild Bill's Soda Franchising, LLC—
50 Division Avenue—~~

~~Building 1, Suite 42 Millington, New Jersey 07946 Attn: Chief Executive Officer~~ **OF TELEPHONE
NUMBERS AND DIGITAL MEDIA ACCOUNTS**

(for the benefit of Wild Bill's Soda Franchising, LLC and its assigns)

THIS ASSIGNMENT OF TELEPHONE NUMBERS AND DIGITAL MEDIA ACCOUNTS (the "Assignment") is entered into between _____ (the "Assignor") and Wild Bill's Soda Franchising, LLC and its successors and assigns (the "Assignee").

WHEREAS, Assignee is the franchisor of the Wild Bill's Business franchise system (the "Wild Bill's Business Franchise System");

WHEREAS, Assignor, as franchisee, and Assignee, as franchisor, are parties to a Wild Bill's Business Franchise Agreement (the "Franchise Agreement");

WHEREAS, the term "Digital Media" shall refer to and mean any interactive or static digital document, listing, directory, application, advertisement, link, metadata, or media that is transmitted within a closed or private network, or that is connected to, in communication with, and/or networked with computers, applications, or other devices linked by communications systems, data systems, a part of the world wide web including, traditional websites, web based applications, distributed databases, including, blockchain, software applications, smart phone applications, or social media platforms such as Facebook, LinkedIn, X, Pinterest, Instagram, SnapChat, TikTok, and YouTube, that refers, references, identifies, reviews, promotes and/or relates, in any way, to a Wild Bill's Business, Wild Bill's Businesses, Assignor's Wild Bill's Business and/or trademarks associated with the Wild Bill's Business, the Wild Bill's Business Franchise System and/or Assignee; and

WHEREAS, in connection with Assignor's establishment and operation of a Wild Bill's Business, Assignor will be utilizing accounts, information, phone numbers and Digital Media subject to strict requirements set forth in the Franchise Agreement.

NOW THEREFORE, Assignor, in exchange for good and valuable consideration provided and paid by Assignee (receipt of which is hereby acknowledged), agrees:

1. That Assignor does hereby assign to assignee all telephone numbers, facsimile numbers, listings, domain names and Digital Media that is associated with Assignor's Wild Bill's Business including, the following (all collectively referred to as the "Media"):

- (a) All phone numbers, facsimile numbers and listings that are currently, or in the future, associated with Assignor's Wild Bill's Business;
- (b) The following telephone and facsimile numbers:

_____; and
- (c) All Digital Media, all Digital Media accounts and all Digital Media log-in information.

The foregoing shall not be construed and/or interpreted as Assignees acknowledgment and/or agreement that Assignor owns and/or possesses any ownership interests in the foregoing telephone numbers, accounts and/or Digital Media. Any and all rights of Assignor in and to same exist subject to a limited license pursuant to the Wild Bill's Business Franchise Agreement which shall take precedence and govern. However, this Assignment is intended by Assignor and Assignee to be an instrument that may be relied upon by all third parties to authorize and permit the assignments and transfers set forth in this Assignment and to facilitate the transfer of accounts and media to within the control of Assignee. Nothing contained in this Assignment shall be used to construe nor imply that Assignor possesses any ownership interests or rights in the Digital Media and in the event of any inconsistency or conflict between this Assignment and the Franchise Agreement, the Franchise Agreement shall take precedence and govern.

2. This Assignment will become effective automatically upon the termination or expiration of the Franchise Agreement for any reason. As to all third parties proof of the expiration or termination of the Franchise Agreement shall exist exclusively upon the written declaration of Assignee and Assignee's declaration shall be dispositive and not subject to challenge. Assignor acknowledges that all third parties may rely on this Assignment for the purpose of taking any and all actions to ensure that access to and control of the Media is maintained by Assignee.

UTILIZATION OF THIS ASSIGNMENT SHALL EXIST AT THE SOLE DISCRETION OF ASSIGNEE AND FOR THE SOLE BENEFIT OF ASSIGNEE.

Assignee:
Wild Bill's Soda Franchising, LLC

Assignor:

Signature

Signature

Name and Title (please print)

Name (please print)

Dated

Dated



Franchise Agreement
Exhibit 4
ACH Authorization Form



AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name

Business No.

Franchisee Mailing Address (street)

Franchisee Phone No.

Franchisee Mailing Address (city, state, zip)

Contact Name, Address and Phone Number (if different from above)

Franchisee Fax No.

Franchisee Email Address

Bank Account Information:

Bank Name

Bank Mailing Address (street, city, state, zip)

☐ Checking ☐ Savings

Bank Account No.

(check one)

Bank Routing No.

Bank Phone No.

Authorization:

Franchisee hereby authorizes Wild Bill's Soda Franchising, LLC ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: _____

Date: _____

Name: _____

Federal Tax TD No.: _____

Its: _____

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT



Franchise Agreement
Exhibit 5
General Release



~~Any notice shall be deemed to have been given at the time of personal delivery or, in the case of email, upon confirmation of receipt (or confirmation of delivery via contemporaneous methods required above, whichever occurs first) or, in the case of overnight courier, on the next business day after mailing, or in the case of registered or certified mail, three (3) business days after the date and time of mailing.~~

~~Wild Bill's—
Franchise Agreement 2025—~~

11. ~~INTERPRETATION~~

11.1. ~~Amendments.~~ ~~THIS AGREEMENT, INCLUDING ANY EXHIBITS AND ADDENDA, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT AND SUPERSEDES ALL PRIOR UNDERSTANDINGS OR AGREEMENTS, WHETHER ORAL, OR WRITTEN, PERTAINING TO ANY RIGHTS OR OBLIGATIONS IN THIS AGREEMENT. THIS AGREEMENT MAY NOT BE CHANGED, EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. HOWEVER, FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR MAY MODIFY ITS STANDARDS, SPECIFICATIONS AND CONFIDENTIAL OPERATIONS MANUAL AS FRANCHISOR, IN ITS SOLE DISCRETION, DEEMS NECESSARY. FRANCHISOR WILL ALSO HAVE THE RIGHT TO UNILATERALLY REDUCE THE SCOPE OF ANY COVENANTS OF FRANCHISEE CONTAINED IN THIS AGREEMENT UPON NOTICE TO FRANCHISEE, WHEREUPON FRANCHISEE WILL COMPLY WITH THE REDUCED COVENANTS, AS MODIFIED. NOTHING IN THIS AGREEMENT IS INTENDED TO DISCLAIM ANY INFORMATION CONTAINED IN THE FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT.~~

11.2. ~~Mediation.~~ ~~Except for actions which the Franchisor may bring in any court of competent jurisdiction (a) for monies owed, (b) for injunctive or other extraordinary relief, or involving the possession or disposition of, or other relief relating to, real property, the Marks or the Confidential Information, the parties agree to submit any claim, controversy or dispute between Franchisor or any of its affiliates (and their respective shareholders, officers, directors, agents, representatives and/or employees) and Franchisee (and Franchisee's agents, representatives and/or employees, as applicable) arising out of or related to (i) this Agreement or any other agreement between Franchisor and Franchisee or their respective affiliates, (ii) Franchisor's relationship with Franchisee, (iii) the validity of this Agreement or any other agreement between Franchisor and Franchisee or their respective affiliates, or (iv) any System standard, to mediation prior to bringing such claim, controversy or dispute in a court or before any other tribunal. The mediation shall be conducted by either an individual mediator or a mediator appointed by a mediation services organization or body experienced in the mediation of disputes between franchisors and franchisees, as agreed upon by the parties and, failing such agreement, within a reasonable period of time (not to exceed fifteen (15) days) after either party has notified the other of its desire to seek mediation, by the American Arbitration Association in accordance with its rules governing mediation. Mediation shall be held within twenty (20) miles of Franchisor's then-current headquarters. The costs and expense of mediation, including the compensation and expenses of the mediator (but excluding attorneys' fees and costs incurred by either party), shall be borne by the parties equally. Failure to timely pay the costs and expenses of mediation, including the compensation and expenses of the mediator, by either party shall constitute a material breach of this Agreement. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the mediator has been chosen, then, unless such time is extended by written agreement of the parties, either party may institute litigation.~~

11.3. ~~Choice of Law and Selection of Venue.~~ ~~This Agreement shall be governed by the laws of the State of New Jersey. Except as provided in Section 12.4, any action at law or equity instituted against either party to this Agreement shall be commenced only in the Courts of competent jurisdiction where Franchisor's corporate headquarters are located (currently Morris County, New Jersey) or the applicable district court in that jurisdiction. Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts as set forth above.~~

11.4. ~~Injunctive Relief.~~ ~~Nothing in this Agreement shall prevent Franchisor from obtaining~~

~~Wild Bill's—
Franchise Agreement 2025—~~

~~injunctive relief against actual or threatened conduct that shall cause it loss or damages, in any appropriate forum under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions.—~~

11.5. Construction of Language. ~~The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Franchisee, their obligations and liabilities shall be joint and several. Headings are for reference purposes and do not control interpretation. Reference to Franchisee's "immediate family" means the spouse, parent, children and siblings of Franchisee and the parent, children and siblings of Franchisee's spouse. The BACKGROUND Section at the beginning of this Agreement contains contractual terms that are not mere recitals.—~~

11.6. Successors. ~~References to Franchisor or Franchisee include their successors, assigns or transferees, subject to the limitations of this Agreement.—~~

11.7. Severability. ~~If any provision of this Agreement is deemed invalid or inoperative for any reason, that provision shall be deemed modified to the extent necessary to make it valid and operative or, if it cannot be so modified, it shall then be severed, and the remainder of that provision shall continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated; provided, however, that if any part of this Agreement relating to payments to Franchisor or its parent or its affiliates or protection of the Proprietary Marks, or the Confidential Information, including the Confidential Operations Manual and Franchisor's other trade secrets, is declared invalid or unenforceable, then Franchisor at its option may terminate this Agreement immediately upon written notice to Franchisee.—~~

11.8. No Right to Offset. ~~Franchisee shall not withhold all or any part of any payment to Franchisor, its parent or any of its affiliates on the grounds of the alleged nonperformance of Franchisor, its parent or any of its affiliates or as an offset against any amount Franchisor, its parent or any of its affiliates may owe or allegedly owe Franchisee under this Agreement or any related agreements.—~~

11.9. Force Majeure. ~~Neither Franchisor, its parent, predecessor or affiliate nor Franchisee shall be liable for loss or damage or deemed to be in breach of this Agreement or any related agreement if its failure to perform its obligations is not the fault nor within the reasonable control of the person due to perform but results from, without limitation, fire, flood, natural disasters, acts of God, governmental acts or orders, or civil disorders. Any delay resulting from any such cause shall extend the time of performance for the period of such delay or for such other reasonable period of time as the parties agree in writing or shall excuse performance, in whole or in part, as Franchisor deems reasonable, provided however, in the event that any such delay (i) extends any deadline to open or (ii) prevents the operation of the Franchised Business, in excess of ninety (90) days, Franchisor may, at its option, terminate this Agreement. Nothing herein shall extend the timing for the payment of fees owed by Franchisee to Franchisor nor excuse payment.—~~

11.10. Rights Cumulative. ~~No right or remedy under this Agreement shall be deemed to be exclusive of any other right or remedy under this Agreement or of any right or remedy otherwise provided by law or and equity. Each right and remedy will be cumulative.—~~

11.11. Effective Date. ~~This Agreement shall not be effective until accepted by the Franchisor—~~

~~Wild Bill's—
Franchise Agreement 2025—~~

and evidenced by dating and signing by an officer of the Franchisor. Franchisor shall have the right to make the effective date of this Agreement the date on which Franchisee signed the Agreement.

11.12. Counterparts. This Agreement may be signed in counterparts, each of which when taken together shall form one valid and effective agreement which may be electronically signed, and any digital or electronic signatures (including pdf or electronically imaged signatures provided by DocuSign or any other nationally recognized digital signature provider) will be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and delivery of any such electronic signature, or a signed copy of this Agreement, may be made by email or other electronic transmission.

11.13. Parties. The sole entity against which Franchisee may seek damages or any remedy under law or equity for any claim is Franchisor or its successors or assigns. The shareholders, members, directors, officers, employees, agents and representatives of Franchisor, its parent, and its affiliates shall not be named as a party in any litigation, arbitration or other proceedings commenced by Franchisee if the claim arises out of or relates to this Agreement. This Agreement is binding upon the parties' respective heirs, executors, administrators, beneficiaries, permitted assigns and successors in interest.

11.14. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FRANCHISOR BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR ANY OTHER DAMAGES THAT ARE NOT DIRECT DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM FOR DAMAGES.

11.15. JURY TRIAL WAIVER. FRANCHISOR AND FRANCHISEE, RESPECTIVELY, WAIVE ANY RIGHT EITHER MIGHT HAVE TO TRIAL BY JURY ON ANY AND ALL CLAIMS ASSERTED AGAINST THE OTHER. FRANCHISOR AND FRANCHISEE, RESPECTIVELY, EACH ACKNOWLEDGE THAT THEY HAVE HAD A FULL OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.

11.16. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SUBSECTION 7.2 AND EXCEPT FOR CLAIMS ARISING FROM FRANCHISEE'S NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS OWED TO FRANCHISOR, ITS PARENT OR ITS AFFILIATES, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE BARRED UNLESS A LEGAL PROCEEDING (IN THE REQUIRED FORUM) IS COMMENCED WITHIN EIGHTEEN (18) MONTHS FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM(S).

11.17. FRANCHISOR AND FRANCHISEE AGREE THAT LITIGATION WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE OR MULTIPLE PLAINTIFF, BASIS UNLESS PROHIBITED BY LAW.

11.18. FRANCHISOR APPROVAL AND DISCRETION. TO THE EXTENT THAT FRANCHISOR'S CONSENT OR APPROVAL IS REQUIRED OR ANY DECISION IS SUBJECT TO THE DISCRETION OF THE FRANCHISOR, AND WHENEVER FRANCHISOR EXERCISES A RIGHT, PRESCRIBES AN ACT OR THING, OR OTHERWISE MAKES A CHOICE OR USES DISCRETION, THE PARTIES AGREE THAT FRANCHISOR HAS THE WHOLLY UNRESTRICTED RIGHT TO MAKE DECISIONS AND/OR TAKE (OR REFRAIN FROM TAKING) ACTIONS. FRANCHISOR WILL NOT BE REQUIRED TO CONSIDER FRANCHISEE'S INDIVIDUAL INTERESTS OR THE INTERESTS OF ANY

~~OTHER PARTICULAR FRANCHISEE(S), EVEN IF A PARTICULAR DECISION/ACTION MAY HAVE NEGATIVE CONSEQUENCES FOR FRANCHISEE, A PARTICULAR FRANCHISEE OR GROUP OF FRANCHISEES.~~

~~11.19. FRANCHISEE ACKNOWLEDGES AND AGREES THAT THE ULTIMATE DECISION-MAKING RESPONSIBILITY WITH RESPECT TO THE SYSTEM (AMONG OTHER THINGS) MUST BE, AS A PRACTICAL BUSINESS MATTER, VESTED SOLELY IN FRANCHISOR, SINCE FRANCHISEE, FRANCHISOR AND ALL OTHER FRANCHISEES HAVE A COLLECTIVE INTEREST IN WORKING WITHIN A FRANCHISE SYSTEM WITH THE UNRESTRICTED FLEXIBILITY TO QUICKLY ADJUST TO CHANGING BUSINESS CONDITIONS, INCLUDING COMPETITIVE CHALLENGES, NEW REGULATORY DEVELOPMENTS AND EMERGING BUSINESS OPPORTUNITIES. FRANCHISEE UNDERSTANDS AND AGREES THAT FRANCHISOR HAVING SUCH RIGHTS IS CRITICAL TO OBTAIN THE PARTIES GOALS FOR CONTINUING IMPROVEMENT OF THE SYSTEM.~~

~~12. REPRESENTATIONS~~

~~12.1. Execution Of Agreement. EACH OF THE UNDERSIGNED PARTIES WARRANTS THAT IT HAS THE FULL AUTHORITY TO SIGN AND EXECUTE THIS AGREEMENT. IF FRANCHISEE IS A PARTNERSHIP, CORPORATION OR LIMITED LIABILITY COMPANY, THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF THE BUSINESS ENTITY WARRANTS TO FRANCHISOR, BOTH INDIVIDUALLY AND IN HIS OR HER CAPACITY AS PARTNER, OFFICER, MEMBER OR MANAGER, THAT ALL OF THE EQUITY OWNERS OF FRANCHISEE, AS APPLICABLE, HAVE READ AND APPROVED THIS AGREEMENT, INCLUDING ANY RESTRICTIONS WHICH THIS AGREEMENT PLACES UPON RIGHTS TO TRANSFER THEIR INTEREST IN THE BUSINESS ENTITY.~~

~~12.2. Anti-Terrorism Law Compliance. FRANCHISEE AND ITS OWNERS AGREE TO COMPLY WITH, AND TO ASSIST FRANCHISOR, TO THE FULLEST EXTENT POSSIBLE IN FRANCHISOR'S EFFORTS TO COMPLY WITH ANTI-TERRORISM LAWS (DEFINED BELOW). IN CONNECTION WITH THAT COMPLIANCE, FRANCHISEE, AND ITS OWNERS CERTIFY, WARRANT AND REPRESENT THAT NONE OF FRANCHISEE'S, OR ITS EQUITY OWNER'S PROPERTY, OR INTERESTS ARE SUBJECT TO BEING BLOCKED UNDER ANY ANTI-TERRORISM LAWS, AND THAT FRANCHISEE AND ITS OWNERS OTHERWISE ARE NOT IN VIOLATION OF ANY ANTI-TERRORISM LAWS. "ANTI-TERRORISM LAWS" MEANS EXECUTIVE ORDER 13224 ISSUED BY THE PRESIDENT OF THE UNITED STATES, THE USA PATRIOT ACT, AND ALL OTHER PRESENT AND FUTURE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, REGULATIONS, POLICIES, LISTS AND OTHER REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY ADDRESSING OR IN ANY WAY RELATING TO TERRORIST ACTS AND ACTS OF WAR. FRANCHISEE SHALL IMMEDIATELY NOTIFY FRANCHISOR OF ANY MISREPRESENTATION OR BREACH OF THIS SECTION 12.2. FRANCHISOR MAY TERMINATE THIS AGREEMENT WITHOUT ANY OPPORTUNITY FOR FRANCHISEE TO CURE UNDER SECTION 9.2.1 UPON ANY MISREPRESENTATION OR BREACH BY FRANCHISEE OF THIS SECTION 12.2.~~

~~13. PERSONAL GUARANTEES~~

~~If Franchisee is a corporation, general partnership or limited liability company, or subsequent to execution of this Agreement, Franchisee assigns this Agreement to a corporation, general partnership or limited liability company, all shareholders in the corporation, all general partners or all members and~~

~~Wild Bill's—
Franchise Agreement 2025—~~

~~managers, respectively, hereby personally and unconditionally guarantee without notice, demand or presentment the payment of all of Franchisee's monetary obligations under this Agreement as if each were an original party to this Agreement in his or her individual capacity. Spouses of the aforementioned and of individual franchisees are also required to sign the Guaranty. In addition, all personal guarantors further agree to be bound by the restrictions upon Franchisee's activities upon transfer, termination or expiration and nonrenewal of this Agreement as if each were an original party to this Agreement in his or her individual capacity. All personal guarantors shall execute a continuing personal guarantee in the form attached as Exhibit 3.~~

14. ~~OWNERSHIP OF FRANCHISEE~~

~~The Statement of Ownership Interest attached to this Agreement as Exhibit 2 completely and accurately describes all of the equity owners of Franchisee and their interests in Franchisee and an update must be provided in the event of a change. Subject to Franchisor's rights and Franchisee's obligations under Section 8, Franchisee agrees to sign and deliver to Franchisor a revised Statement of Ownership Interest to reflect any permitted changes in the information that Exhibit 2 now contains. Franchisee shall promptly provide Franchisor a copy of, as applicable: (i) the transferee corporation's Articles of Incorporation, Bylaws, resolutions including, without limitation, the resolutions of the Board of Directors authorizing entry into this Agreement; or (ii) the limited liability company's certificate of organization or formation, the Operating Agreement; and all other governing documents.~~

~~INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.~~

~~FRANCHISEE:~~

By: _____
Title: _____
Dated: _____

~~WILD BILL'S SODA FRANCHISING, LLC~~

By: _____
Michael Quilty, Chief Executive Officer

Dated: _____

~~EXHIBIT 1 TO~~
~~WILD BILL'S FRANCHISE AGREEMENT~~

~~TERRITORY~~

The Territory is as follows:—

The Territory Population is as follows:—

FRANCHISEE:—

—

By: _____

Title: _____

FRANCHISOR:—

~~WILD BILL'S SODA FRANCHISING, LLC~~

By: _____

~~Michael Quilty~~
~~Chief Executive Officer~~

~~EXHIBIT 2 TO—
WILD BILL'S FRANCHISE AGREEMENT—~~

~~Statement of Ownership Interest—~~

~~Franchisee Owners—~~

1. ~~**Form of Owner.**~~ (Choose (a) or (b))—

(a) ~~**Individual Proprietorship.**~~ List individual(s):—

(b) ~~**Corporation, Limited Liability Company, or Partnership:**~~—

Name: _____

Date of incorporation or formation: _____

State of incorporation or formation: _____

The following is a list of your directors/managers/officers, as applicable, and officers as of the date of execution:—

~~<u>Name of Each Director/Manager/Officer</u>~~	~~<u>Position(s) Held</u>~~

2. ~~**Principals.**~~ The following list includes the full name of each person or entity who is one of your owners and fully describes the nature of each owner's interest (attach additional pages if necessary).—

~~<u>Principal's Name</u>~~	~~<u>Percentage/Description of Interest</u>~~

(a)—

(b)—

Wild Bill's—
Franchise Agreement 2025—

(c) _____

(d) _____

3. **Identification of Operating Principal.** Your Operating Principal is _____

(must be one of the individuals listed in paragraph 2 above. You may not change the Operating Principal without prior written approval. The Operating Principal is the person authorized to receive communications regarding this Agreement).

Address: _____

E-mail Address: _____

FRANCHISEE—

By: _____

Name:—

Title:—

Dated: _____

FRANCHISOR:—

WILD BILL'S SODA FRANCHISING, LLC—

By: _____

Michael Quilty—

Chief Executive Officer—

~~EXHIBIT 3 TO—
WILD BILL'S FRANCHISE AGREEMENT~~

~~PERSONAL GUARANTEE—~~

~~The undersigned persons designated as "Principals" hereby represent to Wild Bill's Soda Franchising, LLC ("Franchisor") that they are all of the shareholders of, or all of the general partners of, all of the members and managers of, _____ ("Franchisee"), as the case may be. Each such Principal also represents that his or her spouse is also listed herein as a "Spousal Guarantor". In consideration of the grant by Franchisor to Franchisee, as provided under the franchise agreement dated _____, (the "Franchise Agreement"), each of the undersigned agrees, in consideration of benefits received and to be received by each of them, jointly and severally, and for themselves, their heirs, legal representatives and assigns that they, and each of them, shall be firmly bound by all of the terms, provisions and conditions of the foregoing Franchise Agreement, that they and each of them do unconditionally guarantee the full and timely performance by Franchisee of each and every obligation of Franchisee under the Franchise Agreement, including, without limitation, any indebtedness of Franchisee arising under or by virtue of the Franchise Agreement to Franchisor and/or its affiliate, and that they and each of them shall not permit or cause any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first notifying Franchisor of said proposed transfer and obtaining the prior written consent of Franchisor, following Franchisor's transfer procedures and without first paying or causing to be paid to Franchisor any required transfer fee. The undersigned further agree to be bound by the in-term and post-termination covenants of the Franchise Agreement including, without limitation, those relating to confidentiality and non-competition. The undersigned also agree that the governing law and methods for resolution of disputes which govern this Guaranty shall be the same as those outlined in the Franchise Agreement.~~

~~EACH GUARANTOR ACKNOWLEDGES THAT HE OR SHE HAS READ THIS PERSONAL GUARANTY, UNDERSTANDS ITS TERMS, AND GUARANTOR WOULD NOT SIGN THIS PERSONAL GUARANTY IF GUARANTOR DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.—~~

~~Undersigned:—~~

~~Principals: _____ Spousal Guarantors:—~~

~~Print Name: _____~~	~~Print Name:—~~
~~Address: _____~~	~~Address: _____~~
~~Dated: _____~~	~~Dated: _____~~

~~Print Name: _____~~	~~Print Name:—~~
~~Address: _____~~	~~Address: _____~~
~~Dated: _____~~	~~Dated: _____~~

~~EXHIBIT 4 TO—
WILD BILL'S FRANCHISE AGREEMENT—
FORM OF CONFIDENTIALITY AGREEMENT—
(For employees of the Franchisee)—~~

1. Pursuant to a Franchise Agreement dated _____, 20____ (the "Franchise Agreement"), _____ (the "Franchisee") has acquired the right and franchise from Wild Bill's Soda Franchising, LLC (the "Franchisor") to establish and operate a Wild Bill's business (the "Franchised Business") and the right to use in the operation of the Franchised Business the Franchisor's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "Proprietary Marks"), as they may be changed, improved and further developed from time to time in the Franchisor's sole discretion.—

2. The Franchisor, as the result of the expenditure of time, skill, effort and resources, has developed and owns a distinctive format and system (the "System") relating to the establishment and operation of Wild Bill's mobile stands. The Franchisor possesses certain proprietary and confidential information relating to the operation of the System, which includes proprietary trade secrets, specifications, security protocols, computer hardware and systems, technology and equipment used, methods of business practices and management, recipes, research and development, training processes, operational manuals, presentation materials, vendor agreements, supplier lists, vendor lists, marketing and merchandising strategies, plans for new product or service offerings, and knowledge of, and experience in, the operation of the Franchised Business (the "Confidential Information"). Confidential Information shall also expressly include all customer and franchisee personal and business information that I obtain or have access to during my employment, as well as the confidential information of any other third parties to whom the Franchisor owes a duty of confidentiality. Further, any and all information, knowledge, know-how, and techniques which the Franchisor specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.—

3. In consideration for my access to the Confidential Information as part of my employment with Franchisee, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree to the terms of this Confidentiality Agreement (the "Agreement").—

4. As an employee of Franchisee, the Franchisor and/or Franchisee may disclose the Confidential Information to me via training programs, the Franchisor's Confidential Operations Manuals (the "Manuals"), or the development process during the term of my employment with the Franchisee.—

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in performing my duties for Franchisee during the term of my employment and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition. I covenant that I will not forward or provide the Confidential Information to any third party, nor store it on any personal or third-party electronic device, disk, drive, or otherwise, unless expressly authorized to do so by the Franchisor.—

6. Any work performed by me during my employment with Franchisee in relation to Wild Bill's or the Franchise Agreement and any derivative works created by me using the Confidential Information or any proprietary information of the Franchisor are considered "works made for hire" and I will have no ownership interest in the items created.—

Wild Bill's—
Franchise Agreement 2025—

7. ~~The Confidential Information is proprietary, involves trade secrets of the Franchisor, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information. Unless the Franchisor otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as an employee of Franchisee, and will continue not to disclose or use any such information even after I cease to be employed by Franchisee, unless I can demonstrate that such information has become generally known to the public or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement, a breach of the employees or associates of Franchisee, or a breach of my own duties or the duties hereunder.—~~

8. ~~I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. In the event any provision of this Agreement is ever deemed to exceed the limits permitted by any applicable law, the provisions set forth herein will be reformed to the extent necessary to make them reasonable and enforceable. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions, all of which are severable and will be given full force and effect.—~~

9. ~~I understand and acknowledge that the Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.—~~

10. ~~The Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with Franchisee. I am aware that my violation of this Agreement may cause the Franchisor and Franchisee irreparable harm; therefore, I acknowledge and agree that Franchisee and/or the Franchisor may apply for the issuance of an injunction preventing me from violating this Agreement, without the necessity of proving actual damages or posting a bond, in addition to any other remedies available to them, and I agree to pay Franchisee and the Franchisor all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to Franchisee and the Franchisor, any claim I have against Franchisee or the Franchisor is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.—~~

11. ~~This is not a contract for employment and does not guaranty my employment for any set period of time. I agree and understand that Franchisee is my employer and I have no employment relationship with the Franchisor.—~~

12. ~~This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey, excluding that body of law known as choice of law, and shall be binding upon the parties hereto in the United States and worldwide. The parties agree that service of process in any such action may be made if delivered in person, by courier service, or by first class mail, and shall be deemed effectively given upon receipt. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.—~~

13. ~~In the event any action for equitable relief, injunctive relief or specific performance is filed, or should any action be filed to confirm, modify or vacate any award rendered through compulsory binding arbitration, or otherwise, I hereby irrevocably agree that the~~

~~Wild Bill's—
Franchise Agreement 2025—~~

forum for any such suit will lie with a court of competent jurisdiction in Morris County, New Jersey or the applicable federal district court and hereby agree to the personal jurisdiction and venue of such courts.—

14. This Agreement will be binding upon me, my heirs, and personal representatives, and shall inure to the benefit of Franchisor and Franchisee and any of their affiliates, parents, subsidiaries, successors and assigns. I understand that this Agreement may and will be assigned or transferred to any successor of the Franchisor, and any successor will be deemed substituted, for all purposes, as the “Franchisor” under the terms of this Agreement. As used in this Agreement the term “successor” will mean any person, firm, corporation, or business entity which at any time, whether by merger, purchase or otherwise, acquires all or substantially all of the assets of the business of the Franchisor. I acknowledge that the services to be rendered by me in my employment are unique and personal. Accordingly, I may not assign any of my rights nor delegate any of my duties or obligations under this Agreement.—

15. This Agreement may not be modified except by a written agreement executed by the Parties, which has been approved by the Franchisor.—

16. This Agreement may be signed in counterparts, each of which when taken together shall form one valid and effective agreement which may be electronically signed, and any digital or electronic signatures (including pdf or electronically imaged signatures provided by DocuSign or any other nationally recognized digital signature provider) will be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and delivery of any such electronic signature, or a signed copy of this Agreement, may be made by email or other electronic transmission.—

Name:—

Dated: _____

FRANCHISEE—

By: _____

Name:—

Title:—

Dated: _____

~~EXHIBIT 5 TO~~
~~WILD BILL'S FRANCHISE AGREEMENT~~
FORM OF GENERAL RELEASE
{
GENERAL RELEASE

~~THIS GENERAL RELEASE~~Subject to Change~~)~~

~~This Termination Agreement and General Release~~ (the "~~Agreement~~Release") is made ~~and entered into as of the date~~ executed by the Franchisor (~~"_____"~~ (the "Effective Date") by ~~WILD BILL'S SODA FRANCHISING, LLC:~~

(a) _____, a(n) _____, and _____, a(n) _____ (individually, jointly, severally, and collectively referred to as "Franchisee"), and

(b) if Franchisee is a Corporate Entity, the following individuals: _____, an individual residing at _____, and _____, an individual residing at _____ (individually, jointly, severally, and collectively referred to as the "Individual Guarantors") (Franchisee and the Individual Guarantors, respectively, are hereinafter individually, jointly, severally, and collectively referred to as the "Releasor"),

In Favor of, Wild Bill's Soda Franchising, LLC, a New Jersey limited liability company (~~"Franchisor"~~), ~~with its principal business address at 50 Division Avenue, Building 1, Suite 42, Millington, New Jersey 07946 and _____, with a principal address at 904 Marcon Boulevard, Suite 102, Allentown, Pennsylvania 18109, and Wild Bill's Soda Franchising, LLC's predecessors, affiliates, successors, assigns, officers, directors, managers, employees, and agents (hereinafter individually, jointly, severally, and collectively referred to as the "Releasee").~~

IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION FROM WILD BILL'S SODA FRANCHISING, LLC AND/OR RELEASEE, AND WITH THE RECEIPT AND SUFFICIENCY OF SUCH CONSIDERATION BEING HEREBY ACKNOWLEDGED BY RELEASOR, RELEASOR DOES HEREBY, FOR ITSELF AND FOR RELEASOR'S SUCCESSORS AND ASSIGNS HEREBY RELEASE AND FOREVER DISCHARGE RELEASEE FROM:

Any and all claims including, but not limited to Franchise Claims (defined below), causes of action, violations, damages, actions, contracts, covenants, promises, judgments, suits, indebtedness, liabilities, accounts, and demands of every kind and nature (hereinafter all collectively referred to as the "Claims" or "Claim"), whether or not such Claims are presently known or unknown, disclosed or undisclosed, actual or potential, accrued or unaccrued and whether in law, admiralty, common law, or equity which against the Releasee, Releasor ever had, now has or hereafter can, shall or may, have for, upon, or by reason of any Claim, matter, cause or thing whatsoever from the beginning of the world to the Effective Date of this Release.

Without limitation to the foregoing, the definition of the term "Claims" or "Claim," includes and, thereby this Release shall apply to, any and all claims, causes of action, violations, damages, actions, contracts, covenants, promises, judgments, suits, indebtedness, liabilities, accounts, and demands of every kind and nature, whether or not such Claims are presently known or unknown, disclosed or undisclosed, actual or potential, accrued or unaccrued, relating to and/or with an address of _____ ("Franchisee") (~~Franchisor together with Franchisee, the "Parties"~~) regard to each and every violation and breach of any and all federal and state franchise laws, franchise rules, or franchise regulations, including those franchise laws, rules, and regulations that relate to and govern the offer or sale of franchises, the offer or sale of business opportunities, the terms of the Franchise Agreement, and the offer and sale of the franchise opportunity related to the Franchise Agreement (collectively, referred to as "Franchise Claims").

This Release may not be changed orally.

This Release may be signed in counterparts, with each counterpart being binding against the party executing it and considered as an original.

~~This WHEREAS, Franchisor and Franchisee entered into a franchise agreement dated _____ (the "Franchise Agreement") which provides Franchisee with the right to own and operate a franchised business with a Territory as outlined on Exhibit 1 to the Franchise Agreement (the "Franchised Business");~~

~~Release shall be interpreted—~~

~~WHEREAS, Franchisee and Franchisor agree to terminate the Franchise Agreement.—~~

~~NOW, THEREFORE, wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein set forth, do agree as follows:—~~

- ~~1. Franchisee acknowledges and agrees that by entering into this Agreement, all of Franchisee's rights under the Franchise Agreement are terminated as of the Effective Date, however, Franchisee shall continue to be bound by the post-termination restrictions and covenants contained in the Franchise Agreement and any schedules attached thereto, which include, but are not limited to, covenants relating to Franchisor's confidential information and intellectual property, a covenant not to compete, and a covenant of indemnification. Further, Franchisee shall honor all obligations required upon termination, including those listed in Section 10 of the Franchise Agreement.—~~
- ~~2. Franchisee on his/her/its own behalf and on behalf of his/her/its servants, employees, heirs, successors and assigns does hereby release Franchisor, its officers, directors, shareholders, agents, parents, affiliates, subsidiaries, servants, employees, franchisees, partners, members, heirs, successors, principals and assigns ("Franchisor Released Parties"), from any and all claims, demands, causes of action, suits, debts, dues, duties, sums of money, accounts, reckonings, judgments, liabilities and obligations, both fixed and contingent, known and unknown, in law or in equity, under local law, state or federal law or regulation, from the beginning of time to the Effective Date, arising under or in connection with the Franchise Agreement or the business operated pursuant to the Franchise Agreement. Without limiting the generality of the foregoing, but by way of example only, the release shall apply to any and all state and federal antitrust, securities, breach of contract, fiduciary duty, or fraud claims and causes of action arising under or in connection with the Franchise Agreement to the extent permitted by law.—~~
- ~~3. Franchisee has either been advised by independent counsel before signing this or, acknowledging the need for independent counsel, knowingly waives any such review and advice.—~~
- ~~4. The governing law, methods of dispute resolution and any right to recovery of attorney's fees outlined in the Franchise Agreement shall apply to this Agreement as well.—~~
- ~~5. This Agreement and the other documents referred to herein contain the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, except those contemplated hereunder. Any waiver, alteration or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and—~~

~~signed by the parties.—~~

~~6. This Agreement shall be binding upon Franchisee and Franchisee's heirs and personal representatives and shall inure to the benefit of Franchisor and its respective successors and assigns. Franchisee may not assign this Agreement or any of the rights or obligations hereunder, without the express written consent of Franchisor.—~~

~~7. Any waiver of any term of this Agreement by Franchisor will not operate as a waiver of any other term of this Agreement nor will any failure to enforce any provision of this Agreement operate as a waiver of Franchisor's right to enforce any other provision of this Agreement.—~~

~~8. In the event any provision of this Agreement is ever deemed to exceed the limits permitted by any applicable law, the provisions set forth herein will be reformed to the extent necessary to make them reasonable and enforceable. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions, all of which are severable and will be given full force and effect.—~~

~~9. This Agreement may be signed in counterparts, each of which when taken together shall form one valid and effective agreement which may be electronically signed, and any digital or electronic signatures (including pdf or electronically imaged signatures provided by DocuSign or any other nationally recognized digital signature provider) will be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and delivery of any such electronic signature, or a signed copy of this Agreement, may be made by email or other electronic transmission.—~~

~~10. Franchisee must maintain the confidentiality of this Agreement and shall not disclose the terms of this Agreement to any person or persons, except (a) professional advisors for legitimate business purposes or as required by law, or (b) as otherwise permitted in writing by Franchisor, or (c) as reasonably necessary for enforcement of any rights and remedies pursuant to this Agreement. Nothing in this Agreement will prohibit Franchisee, when required pursuant to a lawfully issued subpoena or discovery request or demand from government or police agency, from complying with the requirements of law with such subpoena, discovery, demand or request; provided, however, that Franchisee will, unless restricted from doing so by the terms of the subpoena or other circumstances or requested not to do so by the government or police agency (for example a gag order or law or rule that prohibits Franchisee from acting) provide Franchisor written notice, with time to seek relief if it wishes from disclosure pursuant to the subpoena, within one week of receipt of the subpoena.—~~

~~16. Non-disparagement. Franchisee expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Franchisor Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Franchisor Released Parties, their business, or their reputation.—~~

~~**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above. This Agreement shall not be deemed effective until signed by both Parties.—~~

~~FRANCHISOR—~~

~~By: _____
Name:—
Title:—~~

~~FRANCHISEE—~~

~~By: _____
Name:—
Title—~~

~~EXHIBIT 6 TO—
WILD BILL'S FRANCHISE AGREEMENT—~~

~~**DISCLOSURE QUESTIONNAIRE—**~~

~~This Questionnaire should not be completed by residents of, or anyone seeking to operate or locate a franchise in, the following states: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin.—~~

~~As you know, Wild Bill's Soda Franchising, LLC (the "Franchisor") and you are preparing to enter into a franchise agreement (the "Franchise Agreement") for the establishment and operation of a Wild Bill's business (the "Franchised Business"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually, and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.—~~

~~In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee or representative of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.—~~

~~Acknowledgments and Representations—~~

- ~~1. Did you receive a copy of Franchisor's Franchise Disclosure Document (and all exhibits and attachments at least 14 calendar days prior to signing the Franchise Agreement or paying any consideration to the Franchisor (10 business days for Michigan; the earlier of 10 business days or the first personal meeting for New York; and the earlier of 14 calendar days or the first personal meeting for Iowa)? Check one: ☐ Yes ☐ No. If no, please comment:—~~
- ~~2. Have you studied and reviewed carefully Franchisor's Franchise Disclosure Document and Franchise Agreement? Check one: ☐ Yes ☐ No. If no, please comment:—~~
- ~~3. Did you receive a copy of the Franchise Agreement with any unilateral material changes made by Franchisor at least seven calendar days prior to the date on which the Franchise Agreement was executed? Check one: ☐ Yes. ☐ No If no, please comment:—~~
- ~~4. Do you understand all the information contained in both the Franchise Disclosure Document and Franchise Agreement? Check one ☐ Yes ☐ No. If no, please comment:—~~

5. ~~Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Franchise Disclosure Document, including statements, promises or agreements concerning advertising, marketing, training, support services or assistance to be furnished to you? Check one: ☐ No ☐ Yes. If yes, please state in detail the oral, written or visual claim or representation:—~~

6. ~~Did any employee, broker, or other person speaking on behalf of Franchisor make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted, or projected sales, revenues, expenses, earnings, income or profit levels at any Franchised Business, or the likelihood of success at your Franchised Business? Check one: ☐ No ☐ Yes. If yes, please state in detail the oral, written or visual claim or representation:—~~

7. ~~Do you understand that the Franchise granted is for the right to develop one Franchised Business and that Franchisor has the right, subject only to the limited rights granted to you under the Franchise Agreement, to issue Franchises or licenses or operate competing businesses for or at locations, as Franchisor determines, near your Franchised Business? Check one: ☐ Yes ☐ No. If no, please comment:—~~

8. ~~Do you understand that the Franchise Agreement contains the entire agreement between you and Franchisor concerning your Franchised Business, meaning that any prior oral or written statements not set out in the Franchise Agreement or Franchise Disclosure Document will not be binding? Check one: ☐ Yes ☐ No. If no, please comment:—~~

9. ~~Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and experience, your business acumen, your location, the local market for Franchised Business products and services, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Franchised Business may change? Check one ☐ Yes ☐ No. If no, please comment:—~~

10. ~~You further acknowledge that Executive Order 13224 (the “Executive Order”) prohibits transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the “Anti-Terrorism Measures”). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:—~~

~~(i) a person or entity listed in the Annex to the Executive Order;—~~

~~(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;—~~

~~(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or—~~

(iv) ~~owned or controlled by terrorists or sponsors of terrorism.~~

~~You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.~~

11. **Please** list all states in which the undersigned are residents: _____.

~~YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO FRANCHISOR AND THAT FRANCHISOR WILL RELY ON THEM. BY SIGNING THIS DOCUMENT, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.~~

~~**NOTE: IF THE FRANCHISEE IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.**~~

Signed: _____

Date: _____

Signed: _____

Date: _____

EXHIBIT 7-

CONSENT TO TRANSFER—

FORM OF TRANSFER AGREEMENT—

This ~~TRANSFER AGREEMENT~~ (this “~~Agreement~~”) is made and entered into as of the date executed by Franchisor (the “~~Effective Date~~”), by and among WILD BILL’S SODA FRANCHISING, LLC, a New Jersey limited liability company with its principal business address at 50 Division Avenue, Building 1, Suite 42, Millington, New Jersey 07946 (“~~Franchisor~~”), _____ (“~~Transferor~~”), _____ (“~~Transferor~~ _____ ~~Guarantors~~”), _____ (“~~Transferee~~”), and _____ (“~~Transferee~~ _____ ~~Guarantors~~”).—

WITNESSETH:—

WHEREAS, a Franchise Agreement dated as of _____ (the “~~Franchise Agreement~~”) was executed by and between Franchisor on the one hand, and Transferor on the other, for the operation of a franchised business with a Territory as outlined on Exhibit 1 to the Franchise Agreement, as amended (the “~~Franchised Business~~”).—

WHEREAS, Transferor desires to transfer to Transferee substantially all of the assets of the Transferor’s business (the “~~Transferred Business~~”) which business is responsible for operating the Franchised Business, and Transferor has requested that Franchisor consent to the transfer thereof to Transferee. This Agreement is executed and delivered simultaneously with, and as a condition of the closing of the sale of the aforementioned assets.—

NOW, **THEREFORE**, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:—

AGREEMENT:—

1. ~~Recitals Included in Agreement.~~ The parties incorporate into this Agreement the recitals set forth above as if set forth in full.—
2. ~~Consent.~~ Franchisor hereby consents to and waives any right of first refusal in connection with the sale and the transfer by Transferor to Transferee (the “~~Transaction~~”), subject to the terms of this Agreement. Franchisor’s consent to the Transaction is subject to and made in reliance upon the following terms, conditions, representations and warranties. Transferor’s and/or Transferee’s failure to comply with the terms of this Agreement will result in a default and render the Transaction void:—
 - A. ~~Transferor represents, warrants, covenants and agrees that each of the following are true and correct as of its date of execution, and shall remain true through the Closing (as defined herein):—~~
 - (1) ~~Transferor is the sole owner of, and possesses good and marketable right, title and interest in and to, the Transferred Business; and no other person or entity owns or has any right, title or interest in and to the Franchise Agreement, Franchised Business and the Transferred~~

~~Business.—~~

~~(2) Transferor Guarantor is the sole owners of Transferor, and no other person or entity has an equity or beneficial ownership interest in Transferor.—~~

~~(3) The execution and delivery of this Agreement and the consummation of the Transaction do not conflict with or result in a breach of the terms and conditions of, accelerate any provision of, or constitute a default under, the certificate of formation or operating agreement of Transferor, or any lease, contract, promissory note or agreement to which Transferor is a party or is bound.—~~

~~(4) Transferor and Transferor Guarantor acknowledge and agree that by entering into this Agreement, all of Transferor's rights under the Franchise Agreement will be terminated as of the Closing however, Transferor and Transferor Guarantor shall continue to be bound by the post-termination restrictions and covenants contained in the Franchise Agreement and any schedules attached thereto. Transferor and Transferor Guarantor must sign a Termination Agreement and Release as a condition to Franchisor's consent hereunder.—~~

~~B. Transferee represents, warrants, covenants and agrees that each of the following are true and correct as of its respective date of execution, and shall remain true through the Closing:~~

~~(1) Transferee will be the sole owner of and possess good and marketable right, title and interest in, and no other person or entity will own or have any right, title or interest in and to the Franchise Agreement, Franchised Business and the assets of the Transferred Business. Transferee will be executing a new Franchise Agreement. Transferee Guarantor is the sole owner of Transferee. Transferee's Guarantor will execute the Statement of Ownership Interest and Guaranty attached to the new Franchise Agreement.—~~

~~(2) The execution and delivery of this Agreement and the consummation of the Transaction do not conflict with or result in a breach of the terms and conditions of, accelerate any provision of, or constitute a default under, the certificate of formation or operating agreement of Transferee, or any lease, contract, promissory note or agreement to which Transferee or Transferee Guarantor are a party or are bound.—~~

~~(3) Transferee relied solely and exclusively on Transferee's own independent investigation of the franchise system and of the Franchised Business and the historical financial records of the Franchised Business provided to Transferee by Transferor; and based on the receipt of the actual historical performance of the Franchised Business it would not be reasonable to rely on the financial performance representation contained in Franchisor's Franchise Disclosure Document, or any other financial performance representation, pro forma or projection that differed or diverged, in whole or in part, from the Franchised Business' actual historical financial performance.—~~

~~C. To the extent not already completed, Transferee (or Transferee Guarantor, if an entity) and any required employees shall attend and complete, to the satisfaction of Franchisor, Franchisor's training program required of new franchisees, at the time directed by Franchisor.—~~

~~D. Transferee represents, warrants, covenants and agrees that all information furnished or to be furnished to Franchisor by Transferee in connection with Transferee's request to receive a transfer is and will be, as of the date such information is furnished, and through the date of the—~~

~~Closing, true and correct in all material respects and will include all material facts necessary to make the information not misleading in light of the circumstances.—~~

~~E. Transferor and Transferee represent, warrant and agree that, subject to Franchisor's consent, Transferor will sell and transfer, and Transferee will acquire, the assets of the Transferred Business and that all legal actions necessary to effect the sale and transfer have been or will be accomplished prior to or at Closing.—~~

~~F. Effective as of the day and time Transferee takes title of the assets of the Transferred Business ("Closing"), Transferee expressly agrees to be bound by and observe and faithfully perform all of the obligations, agreements, commitments and duties under the new Franchise Agreement. Only Transferor will have the right to operate the Franchised Business until Closing, unless otherwise expressly agreed in writing.—~~

~~3. Transferee will be required to pay _____ (the "fee").—~~

~~4. No Security Interests in the Assets of Transferee. The parties acknowledge and agree that Transferor is not permitted to retain a security interest in the assets of the Transferred Business or the franchise without Franchisor's prior consent.—~~

~~5. Non-Participation. Transferor, Transferor's Guarantor, Transferee's Guarantor and Transferee jointly and severally, acknowledge and agree that, except for the preparation and execution of this Agreement, Franchisor has not participated in the Transaction between them and, therefore, has no knowledge of, and does not attest to, the accuracy of any representations or warranties made by or between Transferor and Transferee in connection with this transfer. Franchisor assumes no obligations in that regard. Transferor acknowledges and agrees that the sale of the assets of the Transferred Business is for Transferor's own account.—~~

~~6. Insurance. Prior to Closing, Transferee must provide Franchisor with a Certificate of Insurance for the insurance coverages specified in the franchise agreement, which policy(ies) must name Franchisor and all related parties as an additional insured.—~~

~~7. Changed Circumstances. All parties understand and acknowledge that Franchisor may, in the future, approve offerings and transfers under different terms, conditions and policies. Franchisor's consent and waiver in this instance shall not be relied upon in future transactions as indicative of Franchisor's position or the conditions that might be attached to future consents or waivers of its right of first refusal.—~~

~~8. Singular Consent. Transferor and Transferee acknowledge and agree that Franchisor's execution of this Agreement is not intended to provide, and shall not be construed as providing, Franchisor's consent with regard to a transfer of any right or interest under any other agreement not specifically identified in this Agreement. Such consent must be separately obtained.—~~

~~9. Validity. If any material provision or restriction contained herein shall be declared void or unenforceable under applicable law, the parties agree that such provision or restriction will be reformed to the extent necessary to make it valid and enforceable. To the extent a provision cannot be reformed, it shall be stricken, and the remainder of this Agreement will continue in full force and effect. Notwithstanding this Paragraph, however, the parties agree that, to the extent Franchisor suffers harm as a consequence of the striking of such provision or restriction, the other parties to this Agreement shall exercise best efforts to make Franchisor whole.—~~

10. ~~Indemnification.—Transferor and Transferor Guarantor, jointly and severally, agree to indemnify, defend and hold harmless Franchisor and its predecessors, parents, successors and affiliates and any of their principals, owners, shareholders, employees or agents from and against any claims, losses, liabilities, costs or damages incurred by them as a result of or in connection with the transfer to Transferee or any dispute between Transferor and Transferee.—~~

11. ~~Counterparts.—This Agreement may be signed in counterparts, each of which when taken together shall form one valid and effective agreement which may be electronically signed, and any digital or electronic signatures (including pdf or electronically imaged signatures provided by DocuSign or any other nationally recognized digital signature provider) will be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and delivery of any such electronic signature, or a signed copy of this Agreement, may be made by email or other electronic transmission.—~~

12. ~~Miscellaneous.—The parties hereto agree that this Agreement constitutes, upon the execution of this Agreement by all of the parties and after it has been accepted and executed by Franchisor, the complete understanding between the parties regarding the subject matter hereof, and no representation, agreement, warranties, or statement, oral or in writing, not contained herein, shall be of any force and effect against any party, except any Termination Agreement and Release and any new Franchise Agreement executed in connection with the transfer shall be valid and read in conjunction with this Agreement. The waiver by any party of any breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach or violation hereof. This Agreement will be binding upon and inure to the benefit of the parties, and their respective heirs, executors, successors and assigns. The governing law and methods of dispute resolution in the Franchise Agreement shall govern this Agreement as well.—~~

13. ~~Agreement Survives Closing.—All representations, warranties, terms and conditions set forth in this Agreement shall survive the execution and delivery of this Agreement, the Closing, and the consummation of the Transaction provided for herein.—~~

14. ~~Review of Agreement and Representation.—Transferor, Transferor Guarantor, Transferee Guarantor and Transferee each represent and acknowledge that he/she/it has received, read and understands this Agreement and that Franchisor has fully and adequately explained the provisions to each to their satisfaction; and that Franchisor has afforded each of them ample time and opportunity to consult with advisors of their own choosing about the potential benefits and risks of entering into this Agreement.—~~

~~I HAVE READ THE ABOVE AGREEMENT. I WOULD NOT SIGN THIS AGREEMENT, IF I DID NOT UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.—~~

~~**FRANCHISOR:—**~~

~~**WILD BILL'S SODA FRANCHISING, LLC—**~~

~~**By: _____**
Name:—
Title:—~~

Dated: _____

TRANSFEROR:—

By: _____

Name:—

Title:—

Dated: _____

TRANSFEROR'S GUARANTORS:—

Name:—

Dated: _____

TRANSFeree:—

By: _____

Name:—

Title:—

Dated: _____

TRANSFeree'S GUARANTORS:—

Name:—

Dated: _____

~~EXHIBIT 8—~~

~~**ASSIGNMENT AND ASSUMPTION AGREEMENT**~~

~~THIS ASSUMPTION AND ASSIGNMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the date this Agreement is executed by Franchisor (the “**Effective Date**”) by and among WILD BILL’S SODA FRANCHISING, LLC, a New Jersey limited liability company with its principal business address at 50 Division Avenue, Building 1, Suite 42, Millington, New Jersey 07946 (“**Franchisor**”), _____ an individual with an address at _____ (“**Assignor**”) and _____ (“**Assignee**”).~~

~~**BACKGROUND—**~~

- ~~A. Assignor and Franchisor entered into a certain Franchise Agreement dated _____ (the “**Franchise Agreement**”) whereby Assignor was given the right and undertook the obligation to operate a Wild Bill’s Franchised Business (the “**Franchised Business**”) in the Territory listed on Exhibit 1 to the Franchise Agreement.—~~
- ~~B. Assignor has organized and incorporated Assignee for the convenience and sole purpose of owning and operating the Franchised Business.—~~
- ~~C. Assignor desires to assign the rights and obligations under the Franchise Agreement to Assignee pursuant to and in accordance with the provisions of the Franchise Agreement.—~~
- ~~D. Franchisor is willing to consent to the assignment of the Franchise Agreement to Assignee, subject to the terms and conditions of this Agreement, including the agreement by Assignor to guarantee the performance by Assignee of its obligations under the Franchise Agreement.—~~

~~**AGREEMENT—**~~

~~In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:—~~

- ~~1. Assignor hereby assigns and transfers over to Assignee all right, title and interest in and to the Franchise Agreement, effective as of the Effective Date.—~~
- ~~2. Assignee hereby assumes all of Assignor’s obligations, agreements, commitments, duties and liabilities under the Franchise Agreement, and agrees to be bound by and observe and faithfully perform all of the obligations, agreements, commitments and duties of the Franchisee thereunder with the same force and effect as if the Franchise Agreement were originally written with Assignee as Franchisee.—~~
- ~~3. Exhibit A to this Agreement lists all of Assignee’s owners and their interests in Assignee as of the Effective Date. Assignee agrees that it and its owners will sign and deliver to Franchisor a revised Exhibit A to reflect any permitted changes in the information that Exhibit A now contains.—~~

~~Wild Bill’s—
Franchise Agreement 2025—~~

4. ~~The Assignor (and any unaffiliated spouse), as an owner of Assignee and in consideration of benefits received and to be received, shall sign and deliver to Franchisor a personal guaranty in the form attached as Exhibit B to this Agreement.—~~

5. ~~Assignor, for himself/herself and his/her agents, servants, employees, partners, members, heirs, predecessors, successors and assigns does hereby release Franchisor, its officers, directors, shareholders, agents, affiliates, subsidiaries, servants, employees, partners, members, heirs, successors and assigns, from any and all claims, demands, causes of action, suits, debts, dues, duties, sums of money, accounts, reckonings, judgments, liabilities and obligations, both fixed and contingent, known and unknown, in law or in equity, under local law, state or federal law or regulation which he/she had, from the beginning of time to this date, arising under or in connection with the Franchise Agreement.—~~

6. ~~Assignee agrees that the Franchised Business which Assignee will operate will be the only business Assignee operates (although Assignor may have other, non-competitive business interests).—~~

7. ~~This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.—~~

8. ~~The governing law and methods of dispute resolution in the Franchise Agreement shall govern this Agreement as well.—~~

9. ~~This Agreement, and the documents referenced herein, shall constitute the entire integrated agreement between the parties with respect to the subject matter contained herein and shall supersede any prior agreements, verbal or written. This Agreement shall not be subject to change, modification, amendment or addition without the express written consent of all the parties.—~~

10. ~~If Franchisor retains the services of legal counsel to enforce the terms of this Agreement, Franchisor shall be entitled to recover all costs and expenses, including travel, reasonable attorney, expert and investigative fees, incurred in enforcing the terms of this Agreement.—~~

11. ~~Each party declares that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel.—~~

12. ~~The obligations of Assignor and Assignee under this Agreement shall be joint and several.—~~

~~I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.—~~

ASSIGNOR:—

Wild Bill's—
Franchise Agreement 2025—

Dated: _____

ASSIGNEE:—

By: _____

Name:—

Title:—

Dated: _____

FRANCHISOR:—

WILD BILL'S SODA FRANCHISING,
LLC—

By: _____

Name:—

Title:—

Dated: _____

~~EXHIBIT A TO WILD BILL'S SODA FRANCHISING, LLC
ASSUMPTION AND ASSIGNMENT AGREEMENT~~

~~STATEMENT OF OWNERSHIP INTERESTS
WILD BILL'S~~

~~Franchisee Owners~~

1. ~~Form of Owner.~~ (Choose (a) or (b))—

(a) ~~Individual Proprietorship.~~ List individual(s):—

(b) ~~Corporation, Limited Liability Company, or Partnership:~~

Name: _____

Date of incorporation or formation: _____

State of incorporation or formation: _____

The following is a list of your directors/managers/officers, as applicable, and officers as of the date of execution:—

~~<u>Name of Each Director/Manager/Officer</u>~~	~~<u>Position(s) Held</u>~~

2. ~~Principals.~~ The following list includes the full name of each person or entity who is one of your owners and fully describes the nature of each owner's interest (attach additional pages if necessary).—

~~<u>Principal's Name</u>~~	~~<u>Percentage/Description of Interest</u>~~

(a)—

Wild Bill's—
Franchise Agreement 2025—

(b) _____

(c) _____

(d) _____

3. **Identification of Operating Principal.** Your Operating Principal is _____
_____ (must be one of the individuals listed in paragraph 2 above. You
may not change the Operating Principal without prior written approval. The Operating Principal is
the person authorized to receive communications regarding this Agreement).

Address: _____

E-mail Address: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

Dated: _____

**WILD BILL'S SODA FRANCHISING,
LLC**

By: _____

Name: _____

Title: _____

Dated: _____

**~~EXHIBIT B TO WILD BILL'S SODA FRANCHISING, LLC
ASSUMPTION AND ASSIGNMENT AGREEMENT~~**

~~GUARANTY~~

The undersigned persons designated as "Principals" hereby represent to Wild Bill's Soda Franchising, LLC ("Franchisor") that they are all of the shareholders of, or all of the general partners of, all of the members and managers of, _____ ("Franchisee"), as the case may be. Each such Principal also represents that his or her spouse is also listed herein as a "Spousal Guarantor". In consideration of the grant by Franchisor to _____, as provided under the franchise agreement dated _____, and later assigned to Franchisee (the "Franchise Agreement"), each of the undersigned agrees, in consideration of benefits received and to be received by each of them, jointly and severally, and for themselves, their heirs, legal representatives and assigns that they, and each of them, shall be firmly bound by all of the terms, provisions and conditions of the foregoing Franchise Agreement, that they and each of them do unconditionally guarantee the full and timely performance by Franchisee of each and every obligation of Franchisee under the Franchise Agreement, including, without limitation, any indebtedness of Franchisee arising under or by virtue of the Franchise Agreement to Franchisor and/or its affiliate, and that they and each of them shall not permit or cause any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first notifying Franchisor of said proposed transfer and obtaining the prior written consent of Franchisor, following Franchisor's transfer procedures and without first paying or causing to be paid to Franchisor any required transfer fee. The undersigned further agree to be bound by the in-term and post-termination covenants of the Franchise Agreement including, without limitation, those relating to confidentiality and non-competition. The undersigned also agree that the governing law and methods for resolution of disputes which govern this Guaranty shall be the same as those outlined in the Franchise Agreement.

~~EACH GUARANTOR ACKNOWLEDGES THAT HE OR SHE HAS READ THIS PERSONAL GUARANTY, UNDERSTANDS ITS TERMS, AND GUARANTOR WOULD NOT SIGN THIS PERSONAL GUARANTY IF GUARANTOR DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.~~

~~Undersigned:~~

~~Principals:~~ _____ ~~Spousal Guarantors:~~ _____

~~Print Name:~~ _____ ~~Print Name:~~ _____

~~Dated:~~ _____ ~~Dated:~~ _____

~~Print Name:~~ _____ ~~Print Name:~~ _____

~~Dated:~~ _____ ~~Dated:~~ _____

EXHIBIT 9—

TELEPHONE, INTERNET WEB SITES AND LISTINGS AGREEMENT—

~~THIS TELEPHONE, INTERNET WEB SITES AND LISTINGS AGREEMENT (the “Agreement”) is made and entered into as of the date it is executed by Franchisor (the “Effective Date”), by and between WILD BILL’S SODA FRANCHISING, LLC, a New Jersey limited liability company (“Franchisor”), with its principal business address at 50 Division Avenue, Building 1, Suite 42, Millington, New Jersey 07946 and _____ (the “Franchisee”).~~

~~WITNESSETH:—~~

~~WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for the right to own and operate a Wild Bill’s business (the “Franchise Agreement”); and—~~

~~WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee’s agreement to enter into, comply with, and be bound by all the terms and provisions of this Agreement;—~~

~~NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:—~~

~~1. **DEFINITIONS—**~~

~~All terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Franchise Agreement. “Termination” of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.—~~

~~2. **TRANSFER; APPOINTMENT—**~~

~~2.1. Interest in Telephone Numbers, Internet Web Sites and Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of the Franchise Agreement, certain right, title, and interest in and to certain telephone numbers and telephone directory listings (collectively, the “Telephone Numbers and Listings”); social media accounts, domain names, hypertext markup language, uniform resource locator addresses, and access to corresponding Internet web sites, blogs, vlogs, email addresses and the right to hyperlink to certain web sites and listings on various Internet search engines (collectively, the “Internet Web Sites and Listings”) related to the Franchised Business or the Proprietary Marks (all of which right, title, and interest is referred to herein as “Franchisee’s Interest”).—~~

~~2.2. Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately direct all Telephone companies or listing companies, Internet Service Providers, social media platforms, domain name registries, Internet search engines, and other listing agencies (collectively, the “Companies”) with which Franchisee has Telephone Numbers and Listings or Internet Web Sites and Listings: (a) to transfer all of~~

~~Wild Bill’s—
Franchise Agreement 2025—~~

Franchisee's Interest in such Telephone Numbers and Listings or Internet Web Sites and Listings to Franchisor; and (b) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Numbers and Listings or Internet Web Sites and Listings, Franchisee will immediately terminate Telephone Numbers and Listings or Internet Web Sites and Listings, or if such termination requires the involvement of the Companies, immediately direct the Companies to terminate such Telephone Numbers and Listings or Internet Web Sites and Listings and Franchisee will take such other actions as Franchisor directs.—

2.3. ~~Appointment: Power of Attorney.~~ Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:—

2.3.1. Direct the Companies to transfer all Franchisee's Interest to Franchisor;—

2.3.2. Direct the Companies to terminate any or all of the Telephone Numbers and Listings or Internet Web Sites and Listings; and—

2.3.3. Execute the Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.—

2.4. ~~Certification of Termination.~~ Franchisee hereby directs the Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.—

2.5. ~~Cessation of Obligations.~~ After the Companies have duly transferred all Franchisee's Interest to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or continuing obligations under, such Telephone Numbers and Listings or Internet Web Sites and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Companies for the sums Franchisee is obligated to pay such Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest and shall remain liable for any actions occurring prior to the date of transfer.—

3. ~~MISCELLANEOUS~~—

3.1. ~~Release.~~ Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted—

Wild Bill's—
Franchise Agreement 2025—

~~in, assertable in, or in any way related to this Agreement.—~~

~~3.2. Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Agreement.—~~

~~3.3. No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Telephone Numbers and Listings or Internet Web Sites and Listings.—~~

~~3.4. Further Assurances. Franchisee agrees that at any time after the date of this Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Agreement.—~~

~~3.5. Successors, Assigns, and Affiliates. All Franchisor's rights and powers, shall inure to Franchisor and its successors and assigns and all Franchisee's obligations, under this Agreement shall be binding on Franchisee's heirs, representatives, successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.—~~

~~3.6. Effect on Other Agreements. This is agreement and the documents referenced herein constitute the entire agreement between the parties related to the subject matter herein.—~~

~~3.7. Survival. This Agreement shall survive the Termination of the Franchise Agreement.—~~

~~3.8. Joint and Several Obligations. All Franchisee's obligations under this Agreement shall be joint and several.—~~

17.

Governing Law. This Agreement shall be governed by and construed under the laws of the State of New Jersey, without regard to the application of New Jersey conflict-of-law rules.. In the event that any action or legal proceeding is commenced respecting or related to this Release or the enforceability of this Release, the prevailing party in such legal action or proceeding shall be entitled to the recovery of reasonable attorneys' fees.

IN WITNESS WHEREOF, the undersigned have executed or caused their duly-
authorized representatives to execute this Agreement.—

WILD BILL'S SODA FRANCHISING LLC: _____	FRANCHISEE: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Releasor has hereunto set Releasor's hand	Dated: _____
Dated: _____	

Wild Bill's—
Franchise Agreement 2025—

~~EXHIBIT 10 –
ELECTRONIC TRANSFER AUTHORIZATION~~

~~AUTHORIZATION TO HONOR CHARGES
DRAWN BY AND PAYABLE TO WILD BILL'S
SODA FRANCHISING, LLC ("COMPANY")~~

Depositor hereby authorizes and requests _____ (seal on the "Depository") to initiate debit and credit entries to Depositor's _____ checking or _____ savings account (select one) indicated date set forth below drawn by and payable to the order of Wild Bill's Soda Franchising, LLC by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation.

Releasor:

Signature

Name (please print)

Dated _____

Signature

Name (please print)

Dated _____

Signature

Name (please print)

Dated _____

Signature

Name (please print)

Dated _____



Franchise Disclosure Document
Exhibit F – List of Franchisees

List of Franchisees as of 12/31/25**(Phone Numbers Available On Request)**

Arizona	Jadon and Reed Enterprises L.L.C. Reed Schaaf 7510 E Milton Drive, Scottsdale AZ 85266
Connecticut, Vermont, New Hampshire and Maine	Northeast Old Fashion Soda Company, Inc. Kurt Bauerschmidt 180 Fonda Road Waterford, NY 12188
Florida	KC Legacy Events Inc Courtney Brown 2625 Granada Circle E Saint Petersburg FL 33712
Indiana	Vanellaice LLC Tony Vanella 2015 N 18th St Lafayette, IN 47904
Iowa	YHWH, LLC Brendan Mignogna, President 17206 Cleveland St. Carlisle, IA 50047
Nevada	Las Vegas Soda Team LLC Chris Creamer 5350 Purple Moon Ave, Las Vegas NV 89141
Massachusetts and New York	Northeast Old Fashion Soda Company, Inc. Kurt Bauerschmidt 180 Fonda Road Waterford, NY 12188
Michigan	WTW Distribution, LLC William Papp 3034 Lanning Drive Flint, MI 48506
New Jersey	Johnstone Enterprises, LLC John Santini 22 Brook Place East Islip, NY 11730 Big Holly LLC Andrew Hollander 40 Evergreen Terrace, Monroe Township NJ 08831
New York	Xander Trading Company, LLC 388 S 16th St., Lindenhurst NY 11757

Ohio	2 Daughters Concessions, LLC Scott Crites 703 Brumfield Rd Lancaster, OH 43130
Rhode Island	Northeast Old Fashion Soda Company, Inc. Kurt Bauerschmidt 180 Fonda Road Waterford, NY 12188
South Carolina	2 Daughters Concessions, LLC Scott Crites 703 Brumfield Rd Lancaster, OH 43130
South Dakota	YHWH, LLC Brendan Mignogna 17206 Cleveland St. Carlisle, IA 50047
Tennessee	Unlimited Solutions, LLC Rolin David Rayne 6422 Harding Pike, Nashville, TN 37205 Hill Top Jaz & Zinc LLC Shannon 8521 Old Pond Creek Rd, Pegram TN 37143
Texas	Long White Lines, LLC Steve Ortiz 6245 Ryan Creek Rd. Fort Worth, TX 76179
Virginia	Strawberry Street Event Concessions, LLC Ron Joseph 13162 Fawnborough Rd. Montpelier, VA 23192 Georgetown Select Nut Co., LLC John Bell 13514 Buglenote Way Spotsylvania, VA 22553

Franchise Agreements Signed but Location Not Opened by 12/31/25

None	



Franchise Disclosure Document
Exhibit G – List of Franchisees that
Have Left the System

1

List of Franchisees Who Left the System as of 12/31/25

(Phone Numbers Available On Request)

New York

Kona Ice of Long Island, Inc.
26 Bittersweet Ave Hampton Bays, NY 11946



Franchise Disclosure Document
Exhibit H – State Specific Addenda

California FDD Amendment
Amendments to the Wild Bill's
Franchise Disclosure Document

18. The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

~~Depositor agrees that the Depository's rights with respect to each such charge shall be the same as if it were a check drawn by the Depository and signed by Depositor. Depositor further agrees that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, the Depository shall be under no liability whatsoever.~~

~~Depository Name: _____~~

~~City: _____ State: _____ Zip Code: _____~~

~~Transit/ABA Number: _____ Account Number: _____~~

~~This authority is to remain in full force and effect until Depository has received written notification from Wild Bill's Soda Franchising, LLC and Depositor of its termination.~~

~~Depositor: (Please Print) _____~~

~~Date Signed _____~~

~~Signature(s) of Depositor, as Printed Above _____~~

~~Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.~~

~~Exhibit C~~

~~STATE ADDENDUM~~

~~Wild Bill's Soda
Franchising, LLC~~

STATE ADDENDA

1. Item 17 “Renewal, Termination, Transfer and Dispute Resolution: The Franchise Relationship.” is supplemented by the addition of the following:

A. THE CALIFORNIA ~~APPENDIX TO THE~~ 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 ~~AND FRANCHISE AGREEMENT~~.

1. ~~California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains provisions that are inconsistent with the law, the law will control.—~~
2. ~~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.).—~~
3. ~~The Franchise Agreement contains covenants not to compete which extend beyond the termination of the agreements. These provisions may not be enforceable under California law.—~~
4. ~~Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.—~~

19. ~~Neither the~~ B. The franchisor, any person or franchise broker in Item 2 of the ~~Disclosure Document~~FDD is ~~not~~ subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

C. California Business and Professions Code Sections 20000 through 20043 establish the rights of the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

D. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. 79aSec. 101 et seq., ~~suspending or expelling such persons from membership in such association or exchange.~~).

E. The Franchise Agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

F. The Franchise Agreement requires ~~that any litigation be conducted in the then current State and County where our corporate headquarters is located.~~ binding arbitration. The arbitration will occur in New Jersey. with the costs being borne by the franchisee and franchisor.

20. 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~~Franchise Agreement restricting venue to a forum outside the State of California.

21. G. The Franchise Agreement requires application of the laws of ~~the State of~~ New Jersey. This provision may not be enforceable under California law.

2. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

3. You must sign a general release of claims if you renew or transfer your franchise. California ~~Corporation~~Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516).

22.4. Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

5. ~~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 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.~~

~~Wild Bill's FDD-2025-
Exhibit C~~

OUR WEBSITE <https://drinkwildbills.com/pages/franchise-opportunity>5. Item 6 “Other Fees.” is supplemented by the addition of the following statement: “The highest interest rate allowed by law in the State of California is 10%.”

6. The following URL address is for the franchisor’s website: www.wildbillssoda.com.

23. ~~OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THESE WEBSITES~~ THIS WEBSITE MAY BE DIRECTED TO THE ~~CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT~~ www.dfpi.ca.gov.
INNOVATION at www.dfpi.ca.gov.

6. ~~The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. Any restrictions on pricing may not be enforceable under California law.~~

7. ~~Spousal liability. Your spouse will be liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse’s marital and personal assets, perhaps including your house, at risk if your franchise fails.~~

24. ~~The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.~~

8. ~~The highest interest rate allowed by law for Late Payments in the State of California is 10% annually.~~

~~Section 31512.1 of the California Corporation Code provides~~

9. ~~7. California’s Franchise Investment Law (Corporations Code Sections 31512 and 31512.1) states that any provision of a franchise agreement, franchise disclosure or related document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed requiring the franchisee to waive specific provisions of the law is contrary to public policy and shall be~~ void and unenforceable:

(a) ~~Representations made by the~~. The law also prohibits a franchisor or its personnel or agents to a prospective franchisee.

(b) ~~Reliance by a franchisee on any~~from disclaiming or denying (i) representations made by the franchisor, its employees or its personnel or agents.

(c) ~~Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.~~

(d) ~~Violations of any provision of this division.~~

25. ~~Right~~ make to ~~Terminate~~: If you do not operate each stand in a minimum of fifteen events per year, we have the right, (ii) our ability to terminate the Franchise Agreement or rely on any representations it makes to convert the Territory to being non-exclusive you, or (iii) any violation of the law.

26.

8. No statement, questionnaire, or ~~acknowledgment~~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 in connection with the franchise.

Connecticut FDD Amendment
Amendments to the Wild Bill's
Franchise Disclosure Document

1. Item 3 "Litigation." is supplemented by the addition of the following:

A. Neither the Franchisor nor any person identified in Items 1 or 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations.

B. Neither the Franchisor nor any other person identified in Items 1 or 2 above has during the 10 year period immediately preceding the date of this Disclosure Document, been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in any civil action by final judgment, or been the subject of any material complaint or other legal proceeding where a felony, civil action, complaint or other legal proceeding involved violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations or which was brought by a present or former purchaser-investor or which involves or involved the business opportunity relationship.

C. Neither the Franchisor nor any person identified in Items 1 or 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state or Canadian franchise, securities, business opportunity, antitrust, trade regulation or trade practice law as a result of concluded or pending action or proceeding brought by a public agency, or is a party to a proceeding currently pending in which an order is sought, relating to or affecting business opportunity activities or the seller-purchaser-investor relationship, or involving fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade.

D. Neither Company nor any person identified in Item 2 above is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities & Exchange Act of 1934) suspending or expelling these persons from membership in the association or exchange.

2. Item 4 "Bankruptcy." is supplemented by the addition of the following:

No entity or person listed in Items 1 and 2 of this Disclosure Document has at any time during the previous 10 fiscal years (a) filed for bankruptcy protection, (b) been adjudged bankrupt, (c) been reorganized due to insolvency, or (d) been a principal, director, executive officer or partner of any other person that has so filed or was adjudged or reorganized, during or within one year after the period that the person held a position with the other person.

If the seller fails to deliver the products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract be cancelled.

DISCLOSURES REQUIRED BY CONNECTICUT LAW



The State of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

BUSINESS OPPORTUNITY DISCLOSURE

The following business opportunity disclosure is provided by Wild Bill's Soda Franchising, LLC, a registered business in the State of Connecticut.

Disclosure Document is dated: April 6, 2026

Hawaii FDD Amendment Amendments to the Wild Bill's Franchise Disclosure Document

Exhibit J "FDD Receipts," is supplemented with the addition of the following:

The Receipt for this Disclosure Document (Exhibit "J") is supplemented to add the following:

1. THIS FRANCHISE WILL BE/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 COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.
2. 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 DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.
3. THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT AND 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.
4. 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 IN CONNECTION WITH THE FRANCHISE.

Illinois FDD Amendment Amendments to the Wild Bill's Franchise Disclosure Document

DISCLOSURE REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the Franchise Agreement.

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.

Franchisee's rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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.

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,—

Wild Bill's FDD-2025-
Exhibit C—

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 REQUIRED BY THE STATE OF ILLINOIS

~~The~~

Indiana FDD Amendment
Amendments to the Wild Bill's
Franchise Disclosure Document

1. Item 8, "Restrictions on Sources of Products and Services." is supplemented by the addition of the following ~~item~~ must be included within the Disclosure Document and:

Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted by the franchisee.

2. Item 6, "Other Fees" and Item 9, "Franchisee's Obligations." are supplemented, by the addition of the following:

The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution." is supplemented, by the addition of the following:

A. Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and ~~shall replace contrary language that termination is not in~~ bad faith.

B. Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

C. ITEM 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to Franchisee.

D. ITEM 17(v) is amended to provide that franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.

E. ITEM 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana ~~Disclosure Document~~ Law or the Indiana Deceptive Franchise Practices Act.

Maryland FDD Amendment
Amendments to the Wild Bill's
Franchise Disclosure Document

Item 17, "Renewal, Termination, Transfer and the Dispute Resolution," is supplemented, by the addition of the following:

A. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

B. A Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

C. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

27. ~~29. The Franchise Agreement:~~ provides for termination upon bankruptcy. This provision may not be

enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

~~Section 4, Jurisdiction and Venue, of the Illinois Franchise Disclosure Act of 1987 (“Act”) states that “any provision in the franchise agreement which designates jurisdiction or venue in a forum outside of this State is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State.” This Section of the Act replaces any contradictory language contained in the Franchise Agreement to the extent applicable.—~~

~~1. Illinois law governs the Franchise Agreement, to the extent applicable.—~~

~~2. Any releases and/or waivers that we request you to sign must conform with Section 41, Waivers Void, of the Illinois Franchise Disclosure Act of 1987 which states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.”—~~

~~3. Under Illinois law at 200.608, Jurisdiction and Venue, a franchise agreement may not provide for a choice of law of any state other than Illinois. The Summary column of Items 17(v) and (w) of the Disclosure Document are amended to state “Illinois law”, to the extent applicable. The appropriate sections of the Franchise Agreement are amended to conform to the requirements of the Illinois law, to the extent applicable.—~~

~~4. The Franchise Agreement is amended to comply with Section 27, Periods of Limitation, of the Act, to the extent applicable, to allow any and all claims and actions arising out of or relating to these Agreements, the relationship of Franchisor and Franchisee, or your operation of the Franchise brought by you against us shall be commenced within 3 years from the occurrence of the facts giving rise to such claim or action, within 1 year after you become aware of the facts or circumstances indicating you may have a claim for relief, or 90 days after delivery to you of a written notice disclosing the violation, or such claim or action will be barred.—~~

~~Item 17(g) of the Disclosure Document, and the applicable section of the Franchise Agreement are amended by changing the time frame to cure defaults, excluding defaults for safety or security issues, to 30 days, to the extent applicable~~

~~28. —~~

~~5. Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.—~~

~~29.~~

No statement, questionnaire, or ~~acknowledgment~~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 in connection with the franchise.

Michigan FDD Amendment
Amendments to the Wild Bill's
Franchise Disclosure Document

FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

A. A prohibition of your right to join an association of franchisees.

B. A requirement that you assent to a release, assignment, novation, waiver or estoppel that deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.

C. A provision that permits us to terminate a franchise before the expiration of this term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure the failure after being given written notice of the failure and a reasonable opportunity, which in no event need be more than 30 days, to cure the failure.

D. A provision that permits us to refuse to renew a franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures and furnishings. Personalized materials that have no value to us and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (a) the term of the franchise is less than five years, and (b) you are prohibited by the Franchise Agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or you do not receive at least six months advance notice of our intent not to renew the franchise.

E. A provision that permits us to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

F. A provision requiring that litigation be conducted outside this state. This shall not preclude you from entering into an agreement, at the time of litigation, to conduct litigation at a location outside this state.

G. A provision that permits us to refuse to permit a transfer of ownership of a franchise, except for good cause. The subdivision does not prevent us from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

- (i) The failure of the proposed transferee to meet our then current reasonable qualifications or standards.
- (ii) The fact that the proposed transferee is our or Sub-franchisor's competitor.
- (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (iv) Your or proposed transferee's failure to pay us any sums or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

H. A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants us a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants us the right to acquire the assets of a franchise for the market or appraised value and has failed to cure the breach in the manner provided in Item 17(g).

I. A provision that permits us to directly or indirectly convey, assign or otherwise transfer our obligations to fulfill contractual obligations to you unless a provision has been made for providing the required contractual services.

2. If our most recent financial statements are unaudited and show a net worth of less than \$100,000.00, you may request that we arrange for the escrow of initial investment and other funds you paid until our obligations, if any, to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At our option, a surety bond may be provided in place of escrow.

3. THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENFORCEMENT BY THE ATTORNEY GENERAL.

4. Any questions regarding this notice should be directed to: State of Michigan, Consumer Protection Division, Attention: Franchise Bureau, 670 Law Building, Lansing, MI 48913; telephone number (517) 373-3800.

Minnesota FDD Amendment
Amendments to the Wild Bill's
Franchise Disclosure Document

ADDITIONAL RISK FACTORS:

1. 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.

2. 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 SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN 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.

AMENDMENT OF FDD DISCLOSURES:

A. Item 6, "Other Fees". Not sufficient funds are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

B. Item 13, "Trademarks." Item 13 is supplemented by the addition of the following: As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the marks, so long as you were using the marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

C. Item 17, "Renewal, Termination, Transfer and Dispute Resolution." Item 17 is supplemented by the addition of the following: With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days- notice of termination (with 60 days to cure) and 180 days-notice of non-renewal of the Agreement.

D. Item 17 "Renewal, Termination, Transfer and Dispute Resolution." Item 17 is supplemented by the addition of the following: Item 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

E. Minn. Stat. ~~Wild-~~

~~Bill's FDD-2025-Exhibit C—~~

~~IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of , 20_____.~~

~~FRANCHISOR:—~~

~~By: _____
Name: _____
Title: _____~~

~~FRANCHISEE:—~~

~~By: _____
Name: _____
Title: _____~~

~~NEW YORK STATE ADDENDUM TO FDD~~

§80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

F. 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 in connection with the franchise.

New York FDD Amendment Amendments to the Wild Bill's Franchise Disclosure Document

30. 1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR ~~RESOURCE~~ SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR ~~CANNOT~~ CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

~~Except as provided~~With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

32. 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.

33. B. No such party has pending actions, other than routine litigation incidental to the business ~~that is,~~ 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.

34. C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ~~ten-years~~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.

35. 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.

~~Wild Bill's FDD 2025-~~
~~Exhibit C~~

36. **3.** The following is added to the end of the “Summary” sections of Item 17(c), titled “**Requirements for a 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** ~~intends~~ that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

37. **4.** The following language replaces the “Summary” section of Item 17(d), titled “**Termination by a franchisee**”: “You may terminate the agreement on any grounds available by law.”.

38. **5.** 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 the franchisee by Article 33 of the General Business Law of the State of New York.

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

7. Receipts - Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, 10 business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

North Dakota FDD Amendment Amendments to the Wild Bill's Franchise Disclosure Document

1. Item 5, “Initial fees.” Item 5 is supplemented by the addition of the following:

Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

2. Item 6, “Other Fees.” Item 6 is supplemented by the addition of the following:

No consent to termination or liquidated damages shall be required from franchisees in the State of North Dakota.

3. Item 17, “Renewal, Termination, Transfer and Dispute Resolution.” Item 17 is supplemented by the addition of the following:

A. Any provision requiring a franchisee to sign a general release upon renewal of the Franchise Agreement has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

B. Any provision requiring a franchisee to consent to termination or liquidation damages has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

C. Covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust and inequitable. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

D. Any provision in the Franchise Agreement requiring a franchisee to agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation must be agreeable to all parties and may not be remote from the franchisee's place of business.

E. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

F. Apart from civil liability as set forth in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is unfair to franchise investors to require them to waive their rights under North Dakota Law.

G. Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

H. Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

4. 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 in connection with the franchise.

Rhode Island FDD Amendment
Amendments to the Wild Bill's
Franchise Disclosure Document

Item 17, "Renewal, Termination, Transfer and Dispute Resolution." Item 17 is supplemented by the addition of the following:

A. The Rhode Island Franchise Investment Act, R.I. Gen. Law Ch. 395 Sec. 19-28.1-14 provides that a provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

B. Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

Virginia FDD Amendment
Amendments to the Wild Bill's
Franchise Disclosure Document

Item 17, "Renewal, Termination, Transfer and Dispute Resolution." Item 17(h) is supplemented by the addition of the following:

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

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 in connection with the franchise.

Washington FDD Amendment Amendments to the Wild Bill's Franchise Disclosure Document

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 Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **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.

Wisconsin FDD Amendment
Amendments to the Wild Bill's
Franchise Disclosure Document

Item 17, "Renewal, Termination, Transfer and Dispute Resolution." Item 17 is supplemented by the addition of the following:

The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07 may affect the termination provision of the Franchise Agreement.



STATE SPECIFIC AMENDMENTS TO FRANCHISE AGREEMENT

CALIFORNIA FRANCHISE AGREEMENT AMENDMENT

Amendments to the Wild Bill's Franchise 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 in connection with the franchise.

IN WITNESS WHEREOF, the parties have duly executed and delivered this California State amendment to Wild Bill's Soda Franchising, LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor:

Wild Bill's Soda Franchising, LLC

Franchisee:

By: _____
Signature

Signature

Name and Title (please print)

Name (please print)

Dated

Dated

HAWAII FRANCHISE AGREEMENT AMENDMENT

Amendments to the Wild Bill's Franchise Agreement:

In recognition of the requirements of the Hawaii Franchise Investment Law, the undersigned agree to the following modifications to Wild Bill's Soda Franchising, LLC Franchise Agreement (the "Franchise Agreement"), as follows:

1. Sub-Article 14.C.(6). Sub-article 14.C.(6), under the Article section titled "Conditions for Approval of Transfer," is supplemented by the addition of the following language:

; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of the Hawaii Franchise Investment Law, shall remain in force; it being the intent of this amendment that the non-waiver provisions of the Hawaii Franchise Investment Law be satisfied; and

The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If this Sub-article contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

2. Sub-Article 15.B.(8). Sub-article 15.B.(8), under the Article section titled “Conditions for Renewal,” is supplemented by the addition of the following:

; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee’s favor from the provisions of the Hawaii Franchise Investment Law, shall remain in force; it being the intent of this provision that the non-waiver provisions of the Hawaii Franchise Investment Law be satisfied; and

The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If this subarticle contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

3. Each provision of this amendment shall be 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 amendment.

4. 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 in connection with the franchise.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Hawaii State amendment to Wild Bill’s Soda Franchising, LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor:
Wild Bill’s Soda Franchising, LLC

Franchisee:

By: _____
Signature

Signature

Name and Title (please print)

Name (please print)

Dated

Dated

ILLINOIS FRANCHISE AGREEMENT AMENDMENT
Amendments to the Wild Bill's Franchise Agreement:

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705/1 to 705/45, and Ill. Admin. Code tit. 15, §200.100 et seq., the undersigned agree to the following modifications to Wild Bill's Soda Franchising, LLC Franchise Agreement (the "Franchise Agreement") and, if Franchisor and Franchisee both sign Wild Bill's Soda Franchising, LLC, as follows:

1. Article 18.F. of the Franchise Agreement, under the heading "Governing Law", shall be amended by the addition of the following statement added after the end of the last sentence of Article 18.F. of the Franchise Agreement:

Illinois Addendum: Illinois law governs the agreements between the parties to this franchise.

39. Section 4 of the Illinois Franchise Disclosure Act Provides that any provision in a Franchise Agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a Franchise Agreement may provide for arbitration in a venue outside Illinois.

Your rights upon termination and non-renewal of a Franchise Agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Section 41 of the Illinois Franchise Disclosure Act Provides that 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

2. Article 18.G. of the Franchise Agreement, under the heading "Choice of Law, Non-Binding Mediation, Binding Arbitration, and Consent to Jurisdiction", shall be amended by the addition of the following statement added after the end of the last sentence of Article 18.G. of the Franchise Agreement:

Illinois Addendum: Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act Provides that any provision in a Franchise Agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a Franchise Agreement may provide for arbitration in a venue outside Illinois.

Your rights upon termination and non-renewal of a Franchise Agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Section 41 of the Illinois Franchise Disclosure Act Provides that 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.

3. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act (815 ILCS 705/1 to 705/45) are met independently without reference to this amendment.

4. 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 in connection with the franchise.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Illinois amendment to Wild Bill's Soda Franchising, LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor:
Wild Bill's Soda Franchising, LLC

Franchisee:

By: _____
Signature

Signature

Name and Title (please print)

Name (please print)

Dated

Dated

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Wild Bill's Soda Franchising, LLC Franchise Agreement (the "Franchise Agreement"), as follows:

1. The franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

2. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Article 18.G. of the Franchise Agreement, under the heading "Choice of Law, Non-Binding Mediation, Binding Arbitration, and Consent to Jurisdiction," shall be amended by the addition of the following statement added to Article 18.G. of the Franchise Agreement:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Article 18.I. of the Franchise Agreement, under the heading "Limitations of Claims," shall be amended by the addition of the following statement added to Article 18.I. of the Franchise Agreement:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

A general release required as a condition of renewal, sale and/or assignment or transfer of a Franchise Agreement shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

5. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

40.

7. 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 in connection with the franchise.

~~Receipts—Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L.~~

[SIGNATURE PAGE TO FOLLOW]

~~41. § 680 et seq.), which describes the provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.~~

IN WITNESS WHEREOF, the parties ~~hereto~~ have duly executed, ~~sealed~~ and delivered this Addendum dated this _____ day of __, 20__.

Franchisee: _____ Date: _____

Franchisor: _____ Date: _____

~~ADDENDUM REQUIRED BY THE STATE OF MARYLAND~~

~~This will serve as the State Addendum for the State of Maryland for amendment to the Wild Bill's Soda Franchising, LLC's Franchise Disclosure Document and for its LLC Franchise Agreement. The amendments to on the same date as the Franchise Agreement included in this addendum have been agreed to by the parties was executed.~~

Franchisor:
Wild Bill's Soda Franchising, LLC

Franchisee:

By: _____
Signature

Signature

Name and Title (please print)

Name (please print)

Dated

Dated

In recognition of the requirements of the Minnesota Statutes, Chapter 80C. and Minnesota Franchise Rules, Chapter 2860, the parties to the attached Wild Bill's Soda Franchising, LLC Franchise Agreement (the "Franchise Agreement"), as follows:

1. 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.

2. 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 SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN 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.

3. Article 14.C. of the Franchise Agreement, under the heading "Conditions for Approval of Transfer," subarticle 14.C.(6) is supplemented with the addition of the following language:

; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of the Minnesota Franchise Act, Minn. Stat. Section 80C.14 et seq. and Minnesota Rules 2860.4400(D), shall remain in force; it being the intent of this provision that the non-waiver provisions of the Minnesota Rules 2860.4400(D) be satisfied; and

Minnesota law provides a franchisee with certain termination and non-renewal rights. Minn. Stat. Sect. 80C.14 Subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 180 days-notice of nonrenewal of this Agreement by Franchisor.

4. Article 15.B. of the Franchise Agreement, under the heading "Conditions for Renewal," the subarticle 15.B.(8) is supplemented with the addition of the following language:

; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of the Minnesota Franchise Act, Minn. Stat. Section 80C.14 et seq. and Minnesota Rules 2860.4400(D), shall remain in force; it being the intent of this provision that the non-waiver provisions of the Minnesota Rules 2860.4400(D) be satisfied; and

Minnesota law provides a franchisee with certain termination and non-renewal rights. Minn. Stat. Sect. 80C.14 Subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 180 days-notice of nonrenewal of this Agreement by Franchisor.

5. Under Article 11 of the ~~Franchise Disclosure Document~~ Franchise Agreement, under the heading "Notification of Infringement and Claims," the subarticle 11.C. shall be supplemented by the addition of the following:

Franchisor agrees to protect Franchisee, to the extent required by the Minnesota Franchise Act, against claims of infringement or unfair competition with respect to Franchisee's use of the Marks when, in the opinion of Franchisor's counsel, Franchisee's rights warrant protection pursuant to Article 11.E. of this Agreement.

6. Under Article 14 of the Franchise Agreement, under the heading "Conditions for Approval of Transfer," the subarticle 14.C. shall be supplemented by the addition of the following:

Franchisor shall not unreasonably withhold consent to transfer the Franchise Agreement.

7. Under Article 16 of the Franchise Agreement, under the heading "Defaults and Automatic Termination Upon Written Notice Without Cure Period," the subarticle 16.A.(2) shall be supplemented by the addition of the following:

Article 16.A.(2) will not be enforced to the extent prohibited by applicable law.

8. Under Article 16 of the Franchise Agreement, under the heading "Defaults and Automatic Termination After 30 Day Cure Period," the subarticle 16.A.(4)(f), shall be supplemented by the addition of the following:

Subarticle 16.A.(4)(f) will not be enforced to the extent prohibited by applicable law.

9. Under both subarticles 16.A.(2) and 16.A.(4) of the Franchise Agreement, the following is added:

Minnesota law provides a franchisee with certain termination rights. Minn. Stat. Sect. 80C.14 Subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days-notice of termination (with 60 days to cure) of this Agreement.

42. ~~10. Article 18.F. of the Franchise Agreement, under the heading "Governing Law", shall be amended to state that a franchisee may obtain an accounting of the advertising fund as required by COMAR 02.02.08.04B(2), by requesting same in a written request to Franchisor.~~by the addition of the following statement added to the end of the last sentence of Article 18.F.:

1. ~~Item 17 of the Disclosure Document is amended to state that the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.—~~

2. ~~Item 17 of the Disclosure Document is amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.—~~

~~Item 17 of the Disclosure Document is amended to state that any~~
; except to the extent otherwise prohibited by applicable law with respect to claims arising under the ~~Maryland~~Minnesota Franchise RegistrationAct.

11. Article 18.G. of the Franchise Agreement, under the heading "Choice of Law, Non-Binding Mediation, Binding Arbitration, ~~and Disclosure Law~~Consent to Jurisdiction", shall be amended by the addition of the following statement added to the end of the last sentence of Article 18.G. of the Franchise Agreement:

; except to the extent otherwise prohibited by applicable law with respect to claims arising under the Minnesota Franchise Act.

12. Article 18.K. of the Franchise Agreement, under the heading "Waiver of Jury Trial", shall be supplemented by the addition of the following statement at the end of the sentence contained in Article 18.K. of the Franchise Agreement:

; except that nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by the Minnesota Franchise Act.

13. Article 18.I. of the Franchise Agreement, under the heading "Limitations of Claims," shall be supplemented by the addition of the following statement:

43. Under the Minnesota Franchise Act, any claims between the parties ~~must be brought~~commenced within ~~three years after the grant of the franchise~~of the occurrence of the facts giving rise to such claim, or such claim shall be barred.

3. ~~Item 17~~14. Article 18 of the Disclosure Document is amended to state that the provisions in the Franchise Agreement that provide for termination upon bankruptcy of the franchisee may not be enforceable, under federal bankruptcy law (11 U.S.C. Section 101 et seq.).—

4. ~~The appropriate sections of the Franchise Agreement are amended to permit a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration~~the heading "Enforcement and Disclosure Law.—

5. ~~The appropriate sections of the Franchise Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.—~~

6. ~~The appropriate sections of the Franchise Agreement are amended to state that the general release required as a condition of renewal, sale and/or assignment/transfer~~Construction," shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.—

~~The Franchise Agreement and Franchisee Disclosure Acknowledgment Statement are amended to include the be supplemented by the addition of the following statement: "All representations requiring prospective franchisees to assent~~
subarticle 18.2 to a release, estoppel or waiver of liabilitythe Franchise Agreement:

44. Any foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of for any liability incurred under the ~~Maryland~~Minnesota Franchise ~~Registration and Disclosure Law.~~Act.

~~The Franchise Agreement and Franchise Disclosure Document are amended to provide that:~~“15. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act are met independently without reference to this amendment.

1. 16. No statement, questionnaire, or ~~acknowledgment~~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—

~~Wild Bill's FDD 2025-
Exhibit C—~~

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.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Minnesota State amendment to Wild Bill's Soda Franchising, LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor:

Wild Bill's Soda Franchising, LLC

Franchisee:

By: _____
Signature

Signature

Name and Title (please print)

Name (please print)

Dated

Dated

NEW YORK FRANCHISE AGREEMENT AMENDMENT

Amendments to the Wild Bill's Franchise Agreement:

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Wild Bill's Soda Franchising, LLC Franchise Agreement (the "Franchise Agreement"):

1. Under Article 14.C. of the Franchise Agreement, under the heading "Conditions for Approval of Transfer," the subarticle 14.C.(6) is supplemented with the addition of the following language:

; provided, however, that all rights and causes of action arising in favor of Franchisee from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

2. Under Article 15.B. of the Franchise Agreement, under the heading "Conditions for Renewal," the subarticle 15.B.(8) is supplemented with the addition of the following language:

; provided, however, that all rights and causes of action arising in favor of Franchisee from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

3. Article 18 of the Franchise Agreement and, under the heading "Enforcement and Construction," shall be

supplemented by the addition of the following new subarticle 18.Z. to the Franchise Agreement:

Nothing in this Agreement should be considered a waiver of any right conferred upon franchisee by New York General Business Law, Sections 680-695.

4. There are circumstances in which an offering made by Wild Bill's Soda Franchising, LLC would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed made in New York if you are domiciled in New York or the Outlet will be opening in New York. Wild Bill's Soda Franchising, LLC is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

5. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the New York General Business Law, are met independently without reference to this amendment.

6. 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 in connection with the franchise.”.

~~2. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. The Franchise Agreement and Item 5 of the Franchise Disclosure Document are amended accordingly.—~~

Franchisee: _____ Date: _____

Franchisor: _____ Date: _____

ADDENDUM REQUIRED BY THE STATE OF MINNESOTA

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed and delivered this New York amendment to Wild Bill's Soda Franchising, LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor:

Wild Bill's Soda Franchising, LLC

Franchisee:

By: _____
Signature

Signature

Name and Title (please print)

Name (please print)

Dated

Dated

NORTH DAKOTA FRANCHISE AGREEMENT AMENDMENT

Amendments to the Wild Bill's Franchise Agreement:

In recognition of the North Dakota—

This addendum to the Disclosure Document is agreed to this _____ day of _____, 20____, and effectively amends and revises said Disclosure Document and the Franchise Agreement as follows:—

1. Item 13 of the Disclosure Document and the appropriate section of the Franchise Agreement are amended, Investment Law, Section 51-19, the parties to the extent applicable, by the addition of the following language to the original language that appears therein:—

~~“In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee's right to use the trademarks, service marks, trade names, logos or other commercial symbols and/or shall indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding such use.”—~~

2. Item 17 of the Disclosure Document, and the appropriate sections of the Franchise Agreement are amended, to the extent applicable, by the addition of the following language to the original language that appears therein:—

~~“With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes Sec. attached Wild Bill's Soda Franchising, LLC Franchise Agreement (the “80C.14, Subds.3, 4 and 5, which require (except in certain specified cases) that a 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.”—~~

45. Item 17 of the Disclosure Document, and the appropriate sections of the Franchise Agreement relating to Governing Law, Jurisdiction and Venue, and Choice of Forum are amended to conform to the requirements of Minnesota law, to the extent applicable,) agree as follows:

~~“Minn.—The North Dakota Addendum is only applicable if you are a resident of North Dakota or if your Wild Bill's Business will be located within the State of North Dakota.~~

~~1. Article 15 Stat. Sec. 80C.21 and Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.”—~~

3. Item 17 of the Disclosure Document and the appropriate sections of the Franchise Agreement are hereby amended to conform to the requirements addition of Minnesota law, to the extent applicable, as follows:—

~~“Minn.—Rule 2860.4400D prohibits us from following language: “Provisions requiring you North Dakota franchisees to assent to sign a general release upon renewal of the Franchise Agreement are not enforceable in North Dakota.”~~

46. Any reference to liquidated damages in 2. Article 16 of the Franchise Agreement or Multi-Unit Developer Agreement is hereby deleted amended by Minn. Rule 2860.4400J, to the extent applicable, which prohibits addition of the following language: “Provisions requiring you North Dakota franchisees to consent to termination or liquidated damages are not enforceable in North Dakota.”

Any reference to waiver of a jury trial in 3. Article 6 of the Franchise Agreement are hereby amended by the addition of the following language: “Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.”

4. Article 18 of the Franchise Agreement is hereby deleted amended by the addition of the following language: “Covenants requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota may not be enforceable in North Dakota.”

5. Article 18 of the Franchise Agreement is hereby amended by the addition of the following language: “for North Dakota franchisees, North Dakota law shall apply.”

6. Article 18 of the Franchise Agreement is hereby amended by the addition of the following language: "Provisions requiring a franchisee to consent to a waiver of trial by jury are not enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law."

7. Article 18 of the Franchise Agreement is hereby amended by the addition of the following language: "Provisions requiring the franchisee to consent to a waiver of exemplary and punitive damages are not enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law."

8. Article 18 of the Franchise Agreement is hereby amended by the addition of the following language: "Provisions requiring a franchisee to consent to a limitation of claims within one year have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, for North Dakota franchisees, the statute of limitations under North Dakota Law will apply."

4. 9. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in accordance with Minn. Rule 2860.4400J, to the extent connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable—

5. Any offending sections of the Franchise Agreement regarding Limitations of Claims are hereby amended to comply with state franchise law, including Minn. Stat. §80C.17, Subd. 5, to the extent applicable.—

Wild Bill's FDD 2025-
Exhibit C—

6. ~~Item 6, Insufficient Fund Fees: NSF fees are governed by Minnesota Statute 604.113; which puts a cap of \$30 on a NSF check. This applies to everyone in Minnesota who accepts checks except banks.~~

7. ~~Under Minn. Rule 2860.440J, the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required. The appropriate sections of the Franchise Agreement are hereby amended accordingly, to the extent applicable.~~

47. ~~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 in connection with the franchise.~~

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

IN WITNESS WHEREOF, the parties ~~hereto~~ have duly executed, ~~sealed~~ and delivered this Addendum dated _____.

~~FRANCHISOR~~

By: _____
Name: _____
Title: _____

~~FRANCHISEE~~

By: _____
Name: _____
Title: _____

ADDENDUM REQUIRED BY THE COMMONWEALTH OF VIRGINIA

Soda—

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for WILD BILL'S SODA FRANCHISING, LLC for use in the Commonwealth of Virginia shall be amended as follows:; LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor:

Wild Bill's Soda Franchising, LLC

Franchisee:

By: _____
Signature

Signature

Name and Title (please print)

Name (please print)

Dated

Dated

WASHINGTON FRANCHISE AGREEMENT AMENDMENT
Amendments to the Wild Bill's Franchise Agreement:

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 Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

1. **12. Indemnification.** Additional Disclosure: The following statements are added to Item 17.h:—

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

~~Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.—~~

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.

48. **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.

IN WITNESS WHEREOF, the parties ~~hereto~~ have duly executed, ~~sealed~~ and delivered this Addendum dated this _____ day of _____, 20____.

~~WILD-BILL’S SODA FRANCHISING, LLC—~~

By: _____
Name: _____
Title: _____

FRANCHISEE:_____

By:_____

Name:_____

Title:_____

Wild Bill's FDD-2025-
Exhibit C

~~Exhibit D~~

~~FINANCIAL STATEMENTS~~

Washington State amendment to the Wild Bill's Soda—
Franchising, LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Wild Bill's Soda Franchising, LLC Financial Statements
December 31, 2024, 2023 and 2022
With Independent Auditor's Report



◊ ADVISORY TAX AUDIT

Wild Bill's Soda Franchising, LLC
Table of Contents
December 31, 2024, 2023 and 2022

Independent Auditor's Report 1

Balance Sheets 3

Statements of Income 4

Statements of Changes in Member's Equity 5

Statements of Cash Flows 6

Notes to Financial Statements 7



Independent Auditor's Report

To the Member of
Wild Bill's Soda Franchising, LLC:

Opinion

We have audited the financial statements of Wild Bill's Soda Franchising, LLC (the "Company"), which comprise the balance sheets as of December 31, 2024, 2023 and 2022, and the related statements of income, changes in member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Company's financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date the financial statements are available to be issued.



Auditor's Responsibilities for the Audit of the Financial Statements—

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.—

In performing an audit in accordance with GMS, we:—

- Exercise professional judgment and maintain professional skepticism throughout the audit.—
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.—
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.—
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.—
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.—

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.—

April 4, 2025—

~~Wild Bill's Soda Franchising, LLC~~
~~Balance Sheets~~
~~December 31, 2024, 2023 and 2022~~

~~2024~~ ~~2023~~ ~~2022~~

~~Assets~~
~~Current assets~~

By: _____	_____
Signature	Signature
_____	_____
Name and Title (please print)	Name (please print)
_____	_____
Dated	Dated

The Notes to Financial Statements are an integral part of these statements.

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State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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:

<u>Effective Dates</u>	
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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.

Wild Bill's 2025 FDD—
4908-0122-3767, v. 1—

~~RECEIPT~~
~~(KEEP THIS COPY FOR YOUR RECORDS)~~



Franchise Disclosure Document
Exhibit J – Receipts

Wild Bill's Soda Franchising, LLC

RECEIPT

This ~~disclosure document~~ **Disclosure Document** summarizes certain provisions of the ~~franchise agreement~~ **Franchise Agreement** and other information in plain language. Read this ~~disclosure document~~ **Disclosure Document** and all the agreements carefully.

If Wild Bill's Soda Franchising, LLC ("~~Franchisor~~") offers you a franchise, ~~Franchisor~~**we** must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement ~~with~~, or make a payment to, us or an affiliate ~~of ours~~ in connection with the proposed franchise sale.

New York and ~~Iowa~~**Rhode Island** require that we give you this ~~Disclosure Document~~ **document** at the earlier of the first personal meeting or 10 business days (~~14 calendar days for Iowa~~) before the execution of the franchise or other ~~agreement~~**agreements** or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the ~~execution~~**signing** of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

~~If Franchisor—If Wild Bill's Soda Franchising, 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 appropriate State agency Identified applicable state administrator identified in Exhibit A.—~~

~~The Franchisor is Wild Bill's Soda Franchising, LLC, 50 Division Avenue, Building 1, Suite 42, Millington, New Jersey 07946 (917) 586-1303.—~~

~~Issuance Date: April 11, 2025 (Effective dates of this Disclosure Document in states requiring registration can be found on the State Effective Date page).—~~

~~The name, principal business address and telephone number of the franchise sellers offering the franchise are (check all that apply)—~~

- ☐ ~~Michael Quilty, 50 Division Avenue, Bldg 1, Ste 42, Millington, NJ 07946, 917-586-1303—~~
- ☐ _____

~~Franchisor authorizes. We authorize the respective state agencies identified on in Exhibit AB of this Disclosure Document to receive service of process for itus in the particular state.~~

The Issuance Date of this Disclosure Document is: April 6, 2026

The franchise sellers for this offering are:

Name	Principal Business Address	Telephone Number
Michael Quilty	904 Marcon Boulevard, Suite 102, Allentown, Pennsylvania 18109	(800) 722-8812

I ~~have~~ received a **Franchise** Disclosure Document ~~dated~~**issued on April 11, 20256, 2026** that included the following ~~Exhibits: Exhibit A—exhibits:~~**List of State Administrators/ Agents for Service of Process**

A. List of State Administrators	F. List of Franchisees
B. List of Agents for Service of Process	G. List of Franchisees Who Have Left the System
C. Operations Manual Table of Contents	H. State Specific Addenda
D. Financial Statements	I. State Effective Dates
E. Franchise Agreement	J. Receipts

Date

Print Name

Signature

Date

Print Name

Signature

Please ~~Exhibit B — Form of Franchise Agreement~~
~~Exhibit C — State Addenda~~
~~Exhibit D — Financial Statements~~
~~Exhibit E — Table of Contents~~
~~Exhibit F — Operations Manual~~
~~List of Franchisees~~

Dated: _____

Prospective Franchisee

(Print Name)

Please execute and return this document immediately upon receipt via the method prescribed by the Franchisor.

~~RECEIPT—
(RETURN THIS COPY TO US)—~~

sign this copy of the receipt, date your signature, and return it to Wild Bill's Soda Franchising, LLC, 904 Marcon Boulevard, Suite 102, Allentown, Pennsylvania 18109.

Wild Bill's Soda Franchising, LLC
RECEIPT

This ~~disclosure—document~~Disclosure Document summarizes certain provisions of the ~~franchise agreement~~Franchise Agreement and other information in plain language. Read this ~~disclosure document~~Disclosure Document and all the agreements carefully.

If Wild Bill's Soda Franchising, LLC (~~"Franchisor"~~) offers you a franchise, ~~Franchisor~~we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement ~~with~~, or make a payment to, us or an affiliate ~~of ours~~ in connection with the proposed franchise sale.

New York and ~~Iowa~~Rhode Island require that we give you this ~~Disclosure—Document—document~~ at the earlier of the first personal meeting or 10 business days (~~14 calendar days for Iowa~~) before the execution of the franchise or other ~~agreement~~agreements or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the ~~execution~~signing of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If ~~Franchisor~~Wild Bill's Soda Franchising, 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 ~~appropriate State agency identified in Exhibit A~~applicable state administrator identified in Exhibit A of this Disclosure Document. We authorize the respective state agencies identified in Exhibit B of this Disclosure Document to receive service of process for us in the particular state.

The ~~Franchisor is Wild Bill's Soda Franchising, LLC, 50 Division Avenue, Building 1, Suite 42, Millington, New Jersey 07946 (917) 586-1303.—~~

Issuance Date: ~~April 11, 2025 (Effective dates of this Disclosure Document in states requiring registration can be found on the State Effective Date page):~~is: April 6, 2026

The ~~name, principal business address and telephone number of the~~ franchise sellers for this offering the franchise are: (check all that apply)

☐ ~~Michael Quilty, 50 Division Avenue, Bldg 1, Ste 42, Millington, NJ 07946, 917-586-1303—~~

☐ _____

~~Franchisor authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.—~~

Name	Principal Business Address	Telephone Number
Michael Quilty	904 Marcon Boulevard, Suite 102, Allentown, Pennsylvania 18109	(800) 722-8812

I ~~have~~received a ~~Franchise~~Disclosure Document ~~dated~~issued on April ~~11, 2025~~6, 2026 that included the following Exhibits: ~~Exhibit A—List of State Administrators/ Agents for Service of Processexhibits:~~
~~Exhibit B—Form of Franchise Agreement—~~

Exhibit C — State Addenda —
Exhibit D — Financial Statements —
Exhibit E — Table of Contents — Operations Manual —
Exhibit F — List of Franchisees —

Dated: _____

Prospective Franchisee
(Print Name) —

~~Please execute and return this document immediately upon receipt via the method prescribed by the Franchisor.~~

~~4897-8201-2981, v. 1~~

A. List of State Administrators	F. List of Franchisees
B. List of Agents for Service of Process	G. List of Franchisees Who Have Left the Company
C. Operations Manual Table of Contents	H. State Specific Addenda
D. Financial Statements	I. State Effective Dates
E. Franchise Agreement	J. Receipts

Date	Print Name	Signature

Date	Print Name	Signature

Please sign this copy of the receipt, date your signature, and return it to Wild Bill's Soda Franchising, LLC, 904 Marcon Boulevard, Suite 102, Allentown, Pennsylvania 18109.