**FRANCHISE DISCLOSURE DOCUMENT**

**Acai Express Franchising Inc.**
a Puerto Rico corporation
Urb. Caribe #1569 Calle Alda, Suite 302
San Juan, Puerto Rico 00926
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The franchise offered is for a fast-casual acai shop, food truck, or food trailer that serves acai bowls, pitaya bowls, oatmeal bowls, coconut bowls, grain bowls, chia pudding bowls, protein bowls, protein poppers, smoothies, popsicles, natural juices, artisan toast, and avocado, hummus, peanut butter and Nutella toast, ice cream and quesadillas. Acai, pitaya and other fruits and ingredients are juiced and prepared on-site from fresh and frozen ingredients. The shops, food trucks, and food trailers operate under the name "Acai Express" and offer breakfast, lunch, dinner, and snack menus.

The total investment necessary to begin operation of an Acai Express shop franchise is $158,400 to $429,000. This includes $25,000 to $30,000 that must be paid to the franchisor and/or its affiliate. The total investment necessary to begin operation of an Acai Express food truck franchise is $145,850 to $217,500. This includes $25,000 to $30,000 that must be paid to the franchisor and/or its affiliate. The total investment necessary to begin operation of an Acai Express food trailer is $145,850 to $217,500. This includes $25,000 to $30,000 that must be paid to the franchisor and/or its affiliate.

The total investment necessary to begin operation of an Acai Express multi-unit development business ranges from $167,850 to $451,500 for a required minimum of three Acai Express businesses to be developed. This includes $45,000 to $50,000 that must be paid to the franchisor and/or its affiliate.

This 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 the 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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Hector Westerband at Urb. Caribe #1569 Calle Alda, Suite 302, San Juan, Puerto Rico, 00926, and (787)940-0998.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your 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, DC, 20580. You can also visit the FTC's home page at *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: April 29, 2022**

## 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 Exhibit D. |
| **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 A 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 Acai Express business in my area?** | Item 12 and the "territory" provisions in the franchise agreement and multi-unit development 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 an Acai Express franchisee?** | Item 20 or Exhibit D lists 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. |

## 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 G.

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 Addendum. See the Table of Contents for the location of the State Specific Addendum.

## Special Risks to Consider About *This* Franchise

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

1) **Out-of-State Dispute Resolution.** The franchise agreement and multi-unit development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Puerto Rico. Out-of-state 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 Puerto Rico than in your own state.

Certain states may require other risks to be highlighted. If so, check the "State Specific Addendum" (if any) to see whether your state requires other risks to be highlighted.

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## ITEM 1
## THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

### The Franchisor

Acai Express Franchising Inc. (referred to in this Disclosure Document as "we," "us," or "our" and where the context requires also includes our affiliates) was formed as a Puerto Rico corporation on April 29, 2014. Our principal place of business is Urb. Caribe #1569 Calle Alda, Suite 302, San Juan, Puerto Rico, 00926, and we do business under our corporate name and the marks as described below. In this Disclosure Document, we refer to the person or entity that will be signing the Franchise Agreement (defined below) as "you", "your", or "franchisee", which includes all franchise owners and partners, if you are a corporation, partnership or other entity. We own the proprietary marks.

We do not own or operate any businesses of the type being franchised. We have not offered franchises in any other line of business and we do not engage in any other business activity. We began offering franchises in May 2014.

Our agents for service of process are listed in Exhibit G.

### Our Parents, Predecessors and Affiliates

We have no parent or predecessor, but we have two affiliates.

Through our affiliates, we have operated Acai Express businesses similar to the franchise offered by this Disclosure Document since 2013. We currently own and operate six Acai Express businesses all located in Puerto Rico. Our affiliates are not approved suppliers of any items that you must purchase or lease and have never offered franchises in this or any other line of business.

### Description of Franchise

We offer franchises for the right to establish and operate fast-casual acai shops, food trucks and food trailers operating under the name "Acai Express" (the "Shop", "Food Truck", or "Food Trailer", or "Franchised Business"). Acai Express Shops, Food Trucks and Food Trailers serve acai bowls, pitaya bowls, oatmeal bowls, coconut bowls, grain bowls, chia pudding bowls, protein bowls, protein poppers, smoothies, popsicles, natural juices, artisan toast, and avocado, hummus, peanut butter and Nutella toast, ice cream, and quesadillas. A variety of acai bowl choices are available with suggested combinations with other fruits, coconut, granola, peanut butter, hemp seed, chia seed, coconut oil and Nutella. Pitaya bowls add the pitaya super fruit to acai with the ingredients listed in acai bowls above plus coconut milk, honey and shaved almonds in a variety of combinations. Oatmeal bowls can feature oatmeal alone or with a variety of fruits and toppings. A variety of smoothies are also offered. Natural juices are juiced onsite and served fresh. Acai Express lemonade can be served alone, or the customer can customize their lemonade by adding eleven optional fruits, coconut or cucumber. All menu items (except a few bottled drinks) are prepared onsite, primarily from fresh or frozen ingredients. The Franchised Businesses offer breakfast, lunch and dinner menus, and a snack option at all times. Acai Express Shops will offer dine in and take out services. The Franchised Business operates under the trade name and mark "Acai Express" and the additional principal service marks, trademarks, trade names, logos, emblems and indicia of origin identified in Item 13. These principal marks and all other marks which may be designated by us in the future in writing for use with the system are referred to in this Disclosure Document as the "Marks" or "Proprietary Marks".

Acai Express Franchised Businesses are operated under the Marks and the system in accordance with the terms of the Franchise Agreement. Acai Express Franchised Businesses are generally located in high traffic locations in above average income areas with working populations, including downtown locations, strip mall complexes, shopping malls, lifestyle centers and free-standing sites. Acai Express Shops will typically need between 650 to 1,500 square feet of space. Your Shop may include a drive-thru option with our prior written approval. The typical street-front location will offer a small seating area for customers with six to ten seats. In some cases, where the site allows for it, terrace seating can fulfill the dining space requirement for the franchisee.

The Franchised Businesses are established and operated under a comprehensive and unique system (the "System"). The System includes distinctive signage, interior and exterior design, décor and color scheme; special recipes and menu items, including proprietary products and ingredients; uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; inventory, management and financial control procedures (including point of sale and tracking systems); training and assistance; and advertising and promotional programs; all of which we may change, improve, and further develop, in our discretion. Certain aspects of the System are more fully described in this Disclosure Document and in the confidential operations manual (the "Manual"), which you should expect to evolve over time, and which are provided to you as a franchisee.

**Franchise Agreement**

We offer the right to establish and operate a Shop, Food Truck, or Food Trailer under the terms of a single unit franchise agreement within a specific territory (the "Franchise Agreement"). Our current form of Franchise Agreement is Exhibit C to this Disclosure Document. You may be an individual, corporation, partnership or other form of legal entity. If you are an entity, then under the Franchise Agreement, each of your owners would be characterized as Franchisee's Principals (referred to in this Disclosure Document as "your Principals"). The Franchise Agreement is signed by us, by you, and individually by each of your Principals. By signing the Franchise Agreement, your Principals agree to be individually bound by certain obligations in the Franchise Agreement, including covenants concerning confidentiality and non-competition, and to personally guarantee your performance under the Franchise Agreement. Depending on the type of business activities in which you or your Principals may be involved, we may require you or your Principals to sign additional confidentiality and non-competition agreements.

You must designate one of the Principals as the "Operating Partner". The Operating Partner must be a 10% equity owner and be responsible for the general oversight and management of the Franchised Business on behalf of the franchisee. You must also designate a minimum of one "General Manager" who will be the main individual responsible for operating your Franchised Business. Your General Manager does not have to own an equity interest in you or the franchise. The General Manager must sign covenants to maintain the confidentiality of information he/she learns while employed as your General Manager, and your General Manager must sign non-competition covenants. The Operating Partner and General Manager must attend Acai Express training.

**Multi-Unit Development Agreement**

In certain circumstances, we will offer the right to enter into a Multi-Unit Development Agreement in the form attached as Exhibit B to this Disclosure Document (the "Multi-Unit Development Agreement") to develop multiple Franchised Businesses to be located within a specifically described geographic territory (the "Protected Area"). We will determine the Protected Area before you sign the Multi-Unit Development Agreement, and it will be included in the Multi-Unit Development Agreement. You must establish a minimum of three Franchised Businesses within the Protected Area according to a minimum performance schedule, and you must sign a separate Franchise Agreement for each Shop, Food Truck or Food Trailer

established under the Multi-Unit Development Agreement. The Franchise Agreement for the first Franchised Business developed under the Multi-Unit Development Agreement will be in the form attached as Exhibit C to this Disclosure Document, and we expect that you will sign the first Franchise Agreement at the same time you sign the Multi-Unit Development Agreement. For each additional unit developed under the Multi-Unit Development Agreement, you must sign the form of Franchise Agreement that we are then offering to new franchisees, which may be different in form from the Franchise Agreement in this offering. The royalty, brand development and other continuing fees payable to us will be the then-current fees at the time you sign the new Franchise Agreement. The size of the Protected Area will vary depending upon local market conditions and the number of Franchised Businesses to be developed.

**Market and Competition**

The market for food service businesses in general is well developed and highly competitive, but the market for Acai Express Shops, Food Trucks, and Food Trailers is unique and evolving. You will serve the general public and will compete with a variety of businesses, including locally owned to regional, national and chain food service businesses, some of which may be franchise systems. We may establish other Shops in your area (if permitted under the Franchise Agreement) and/or sell or license others to sell products in your area. We may sell products through the internet, toll-free telephone numbers, catalogs, or other similar means of distribution to customers who may be located in your area. See Items 12 and 16 for a description of your permitted activities and your rights, and our permitted and restricted activities and rights.

**Industry Regulations**

The food service industry is heavily regulated. A wide variety of Federal, state and local laws, rules and regulations have been enacted that may impact the operation of your Franchised Business, and may include those which: (a) establish general standards, zoning, permitting restrictions and requirements and other specifications and requirements for the location, construction, design, maintenance and operation of the Franchised Business' premises; (b) set standards pertaining to employee health and safety; (c) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for food service businesses and laws and regulations relating to access by persons with disabilities; employee practices concerning the storage, handling, cooking and preparation of food; restrictions on smoking; requirements for public accommodations and requirements for fire safety and general emergency preparedness; (d) establish requirements for food identification and labeling; and (e) regulate advertisements. State and local agencies inspect food service businesses to ensure that they comply with these laws and regulations. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Franchised Business and you should consider both the effects and costs of compliance.

Many of the laws, rules and regulations that apply to business generally, such as the Americans With Disabilities Act, Federal Wage and Hour Laws and the Occupational Safety and Health Act, also apply to food service businesses. The U.S. Food and Drug Administration, the U.S. Department of Agriculture and state and local health departments administer and enforce laws and regulations that govern food preparation and service and food service business sanitary conditions. The federal Clean Air Act and various implementing state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide and particulate matters, including caps on emissions from commercial food preparation. Some areas have also adopted or are considering proposals that would regulate indoor air quality.

The Nutrition Labeling and Education Act (NLEA) sets regulations for food labeling, including nutritional label standards, nutrient content claims, and health claims. NLEA applies to virtually all foods

in the food supply, including food served and sold at food service businesses. While NLEA specifies a number of exemptions for food service businesses, there are many instances where a nutritional label is required. The Food and Drug Administration's *Nutritional Labeling Guide for Restaurants and Other Retail Establishments* provides answers to commonly asked questions regarding the application of NLEA.

You must identify, investigate, satisfy and comply with all laws, ordinances and/or regulations applicable to your Franchised Business including employment, workers' compensation, insurance, corporate, tax, public health and similar laws and regulations. These laws, ordinances and/or regulations vary from place to place, can change over time and may affect the operation of your Franchised Business. You should independently research and review the legal requirements of the food services industry with your own attorney before you sign any binding documents or make any investments.

Each of your managers and any other employees we designate must be ServSafe (or similar) certified.

## ITEM 2
## BUSINESS EXPERIENCE

**President - Hector F. Westerband**

Mr. Westerband has been our President since our inception in April 2014. He has been a Member of our second affiliate, HSC, LLC, in San Juan, Puerto Rico, since its inception in April 2017. Mr. Westerband is President of our first affiliate, in San Juan, Puerto Rico, since July 2013. From January 2006 to June 2013, Mr. Westerband was President of Venture Puerto Rico located in San Juan, Puerto Rico.

**Marketing Director – Ricardo Mercade**

Mr. Mercade has been our Marketing Director since April 2017. From February 2016 to March 2017, he was an independent contractor working in marketing and graphic design. From May 2010 to January 2016, Mr. Mercade was Group Creative Director with De La Cruz & Associates/Ogilvy in San Juan, Puerto Rico.

**Operations Manager – Juan Rios**

Mr. Juan Ríos has been our Operations Manager since January 2017. From October 2016 to January 2017, he was the Store Manager at the Cupey, Puerto Rico, corporate location. Prior to September 2016, Mr. Rios was a team member for two Acai Express location in Puerto Rico.

See Exhibit I for a list of our Area Representatives.

## 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.

## ITEM 5
## INITIAL FEES

**Franchise Agreement**: You must pay us an initial franchise fee of $25,000 for the right to establish a single Franchised Business under a Franchise Agreement. You must pay the initial franchise fee in full when you sign the Franchise Agreement. This fee is used in part for working capital and in part for profit. The initial franchise fee is imposed uniformly on all franchisees. If you are unable to find a suitable location for your Franchised Business within 90 days after you sign the Franchise Agreement, or if your General Manager or Operating Partner have been unable to complete our initial training program to our satisfaction (after giving your General Manager or Operating Partner the opportunity to re-take our training program), we have the right to terminate the Franchise Agreement. You must sign any documents we require, including a confidentiality agreement and general release. The initial franchise fee is not refundable under any circumstances.

From time to time, we may offer special incentive programs as part of our franchise development activities. We currently offer an incentive program where we will discount the initial franchise fee to $12,500 for Franchised Businesses to be located in Puerto Rico. We have the right to offer, modify or withdraw any incentive program without notice to you. The initial franchise fee is imposed uniformly on all franchisees and is not refundable under any circumstances.

In the fiscal year 2021, we discounted the initial franchise fees for 15 franchisees between $5,000 and $20,000.

**Grand Opening Advertising**: You must spend $5,000 to conduct a grand opening advertising campaign, and the campaign must be approved by us before you may begin it. Within the first sixty days of opening, you will be required to conduct your grand opening advertising campaign in your territory. We have the right to create a grand opening advertising campaign for you to conduct or we may collect the $5,000 and conduct the grand opening advertising campaign on your behalf. If we collect the $5,000 for the grand opening advertising campaign, it is non-refundable.

**Multi-Unit Development Agreement**: When you sign the Multi-Unit Development Agreement to develop multiple Franchised Businesses in the Protected Area, you must pay us a development fee. The Multi-Unit Development Agreement may be for Shops, Food Trucks or Food Trailers, or for any combination of the three types of Franchised Businesses, but you must commit to develop at least three Franchised Businesses under the Multi-Unit Development Agreement. The development fee is calculated based on the total number of Shops, Food Trucks, or Food Trailers that you commit to develop under the Multi-Unit Development Agreement ("Development Fee"). The initial franchise fee for the first unit under a Multi-Unit Development Agreement will be $25,000, and the initial franchise fee for each additional unit after the first will be reduced to $20,000. The Development Fee will be equal to 100% of the initial franchise fee for the first Franchised Business to be developed, plus a deposit of 50% of the reduced initial franchise fee for each additional unit to be developed. For example, if you commit to develop the minimum of three Franchised Businesses, the Development Fee is calculated as $25,000 + (2 x $10,000 = $20,000) = $45,000.

You must sign the Franchise Agreement for the first Franchised Business at the same time you sign the Multi Unit Development Agreement. We will take a portion of the Development Fee to pay the initial franchise fee in full for this first unit. For each additional unit you commit to develop, we will apply a pro rata portion of the Development Fee toward the reduced initial franchise fee, and the balance of the reduced initial franchise fee is payable when you sign the Franchise Agreement for that unit.

The Development Fee is imposed uniformly on all multi-unit developers and is not refundable under any circumstances. You will only receive the reduced initial franchise fee if you sign a Multi-Unit Development Agreement with us, and you will not receive the reduced initial franchise fee on the first unit you commit to develop.

There are no other purchases from or payments to us or any affiliate of ours that you must make before your Franchised Business opens for business.

## ITEM 6
## OTHER FEES

| (1) Fees [1] | (2) Amount | (3) Due Date | (4) Remarks |
|---|---|---|---|
| Royalty Fee [2] | 6% of Gross Sales | Payable weekly on Wednesday (unless Wednesday is not a business day, then it is due on the next business day) | Royalty Fees are calculated based on Gross Sales for the previous week ending Sunday. Amounts due will be withdrawn by EFT from your designated bank account. |
| Brand Development Fee [3] | 2% of Gross Sales | Payable together with the Royalty Fee | The brand development fund is described in Item 11. With 60 days prior notice we may increase the brand development fee, but it will not be increased more frequently than annually, and it will not exceed 4% of Gross Sales. |
| Local Advertising | 1% of Gross Sales for the first year | Must be spent monthly | Payable to your local advertising suppliers. Any advertising you wish to use must first be approved by us. With 60 days prior written notice to you, we may increase the local advertising requirement, but it will not be increased more frequently than annually, and it will not exceed 4% of Gross Sales. If your Shop is located in an enclosed shopping mall and you are required to pay into a mall-mandated advertising program, we may reduce or waive your local advertising requirement. |

| (1)<br>Fees [1] | (2)<br>Amount | (3)<br>Due Date | (4)<br>Remarks |
|---|---|---|---|
| Advertising Cooperative [4] | As determined by the members | As determined by the members | Advertising cooperatives are described in Item 11. If an advertising cooperative is formed for your area, you must join the cooperative. Any money you contribute to a cooperative will count toward your local advertising requirement, but if the amount you contribute to an advertising cooperative is less than the amount you must spend for local advertising, you must still spend the difference locally. |
| Initial Training (For New or Replacement Employees) | Our then-current per person training fee, plus expenses<br><br>Current per person training fee = $2,500 | Before Training | We will train up to two people, at no additional charge.<br><br>If you request that we provide our initial training program to any additional employees, or to new or replacement employees during the term of your Franchise Agreement, you must pay our then-current per person training fee, plus the trainees' expenses including travel, lodging, meals and wages. |
| Additional On-Site Training | Our then-current per diem rate per trainer, plus expenses<br><br>Current per diem rate = $350 | When billed | If you request that we provide additional training at your Franchised Business, or if we determine that you need additional training, you must pay our daily fee for each trainer we send to you. You must reimburse each trainer's expenses, including travel, lodging and meals. |
| Interest | 18% per annum or the highest interest rate allowed by applicable law, whichever is less | On demand | Interest may be charged on all overdue amounts. Interest accrues from the original due date until payment is received in full. |

| (1)<br>Fees [1] | (2)<br>Amount | (3)<br>Due Date | (4)<br>Remarks |
|---|---|---|---|
| Audit Fee | Cost of audit (estimated to be between $1,000 and $5,000) | When billed | Payable only if we find, after an audit, that you have understated any amount you owe to us or Gross Sales by 2% or more. You must also pay the understated amount plus interest. |
| Transfer Fee (Franchise Agreement) | (1) 50% of our then-current initial franchise fee if the transfer is to a new franchisee to the System<br><br>(2) $1,500 if the franchisee is transferring shares between existing Principals in good standing, or if adding a new Principal that does not change the majority ownership in the franchisee entity<br><br>(3) $4,000 if the transfer is to an existing franchise owner in good standing. | With request for approval of transfer | No fee charged for a one-time transfer from individual(s) to a corporate entity formed for convenience of ownership of the franchise. |
| Successor Agreement Fee (Franchise Agreement) | $5,000 | Upon signing of the successor Franchise Agreement | |
| Transfer Fee (Multi-Unit Development Agreement) | 50% of our then-current initial franchise fee for a single unit franchise | Upon completion of the transfer | |
| Product or Supplier Evaluation | $5,000 (maximum charge) | With your request for an evaluation | Payable if you request that we evaluate a product or supplier that we have not previously approved and that you want to use for your Franchised Business. |

| (1)<br>Fees [1] | (2)<br>Amount | (3)<br>Due Date | (4)<br>Remarks |
|---|---|---|---|
| Technology Fee | $200 per month | On demand | You will receive the benefit of the company website which will have the capability for customers to order online for take-out orders, plus an intranet section that will provide benchmarking, marketing and other secure communications within the franchise system. |
| Insufficient Fund Fee | $250 per occurrence | On demand | Payable if there are insufficient funds in your account to pay fees due to us. If you incur three insufficient funds fees in any 12-month period, we have the right to terminate your Franchise Agreement. |
| Liquidated Damages | The amount equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is lower. | Within 15 days of the effective termination of the Agreement | Payable to us |
| Costs and Attorneys' Fees | Will vary under circumstances | On demand | If you default under your agreement, you must reimburse us for the expenses we incur (such as attorneys' fees) in enforcing or terminating the agreement. |

| (1)<br>Fees [1] | (2)<br>Amount | (3)<br>Due Date | (4)<br>Remarks |
|---|---|---|---|
| Indemnification | Will vary under circumstances | On demand | You must reimburse us for the costs we incur if we are sued or held liable for claims that arise from your operation of the Franchised Business or for costs associated with defending claims that you used the trademarks in an unauthorized manner. |
| Charges for "mystery shopper" quality control evaluations [5] | Approximately $150 per evaluation | As incurred | Payable to evaluation service provider or us. The mystery shopper program will be separate from our programs for customer surveys and customer satisfaction audits (which may require you to accept coupons from participating customers for discounted or complimentary items). |
| Third Party Quality Assurance Audits | Approximately $250 per audit | Quarterly (unless you fail the audit, then on demand) | Cost will vary based on what you ask vendor to inspect. Paid directly to supplier |
| Gift Cards | Will vary depending on the number of gift cards sold and/or processed | As incurred | Payable to approved supplier. You must participate in our gift card program. Gift cards will be available for sale and redemption at any Shop, Food Truck or Food Trailer in the System. |
| Insurance Premiums | Reimbursement of our costs, plus 10% administrative fee | On demand | If you do not maintain the required insurance coverages, we have the right (but not the obligation) to obtain insurance on your behalf and you will reimburse us. |
| Management Fee | 10% of Gross Sales, plus expenses | If incurred | We may step in and manage your Franchised Business in certain circumstances, such as death, disability or prolonged absence. We will charge a management fee if we manage your Franchised Business, and you must reimburse our expenses. |

| (1)<br>Fees [1] | (2)<br>Amount | (3)<br>Due Date | (4)<br>Remarks |
|---|---|---|---|
| Repair, Maintenance, and Remodeling/ Redecorating | Will vary under circumstances | As incurred | Payable to approved suppliers. You must regularly clean and maintain your Shop, Food Truck, or Food Trailer and its equipment. We may require you to remodel or redecorate your Franchised Business to meet our then-current image for all Acai Express businesses. We will not require you to remodel or redecorate your Franchised Business more frequently than every five years |
| ServSafe (or similar) Certification | $150 per person or the then-current market rate | As needed | Each of your managers and any other employees we designate must be ServSafe or similarly certified. Payable to an approved supplier. |
| Point of Sale System Maintenance & Software Fees | $220 per month | Monthly | Payable to approved supplier. Your point-of-sale system must be kept up to date. |
| Franchisee Annual Meeting | $300 per person, plus your attendees' expenses | When billed, annually | When we conduct a franchisee meeting, you must pay us for the costs associated with presenting. The meeting can last up to three days. We may designate that attendance is mandatory for your General Manager, Operating Partner and other personnel. You are responsible for your and your attendees' expenses including travel, lodging, meals and wages. |

| (1)<br>Fees [(1)] | (2)<br>Amount | (3)<br>Due Date | (4)<br>Remarks |
|---|---|---|---|
| Proprietary Software License Fee | $2,500 | Initial fee, when billed | Acai Express may, at a later date, develop or utilize computer software which you may be required to use in your business. In the event that such software is developed or obtained, you may be required to pay reasonable license fees for the software and any future updates. |
| Proprietary Software Support and Maintenance Fee | $2,400 | Annually | In the event that we develop or obtain computer software to be used in your Franchised Business, you may be required to pay for maintenance and support of the computer software license. |
| Relocation Fee | $2,000 | Upon approval of your relocation request | If you wish to relocate your Franchised Business |

Notes:

1. All fees described in this Item 6 are non-refundable. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us. Except as specifically stated above, the amounts given may be due to changes in market conditions, our cost of providing services and future policy changes. As noted in the table above, we have the right to increase the brand development fee and the local advertising requirement with prior notice to you, but at the present time, we have no plans to increase these fees.

2. For the purposes of determining the royalties to be paid under the Franchise Agreement, "Gross Sales" means the total selling price of all services and products and all income of every other kind and nature related to the Franchised Business, whether for cash or credit and regardless of collection in the case of credit. If a cash shortage occurs, the amount of Gross Sales will be determined based on the records of the point-of-sale system and any cash shortage will not be considered in the determination. Gross Sales expressly excludes taxes collected from your customers and paid to the appropriate taxing authority and customer refunds or adjustments.

The Royalty Fee and brand development fee will be withdrawn from your designated bank account by electronic funds transfer ("EFT") weekly on Wednesday based on the Franchised Business' Gross Sales for the preceding week ending Sunday. If you do not report the Franchised Business' Gross Sales, we may debit your account for 120% of the last Royalty Fee and brand development fee that we debited. If the fees we debit are less than the fees you actually owe us, once we have been able to determine the true and correct Gross Sales, we will debit your account for the balance on a day we specify. If the fees we debit are greater

than the fees you actually owe us, we will credit the excess against the amount we otherwise would debit from your account during the following week.

If any state imposes a sales or other tax on the Royalty Fees, then we have the right to collect this tax from you.

3. We have established, and we administer, a brand development fund on behalf of the System to provide national or regional creative materials for the benefit of the System.

4. Cooperatives will include all Acai Express businesses in a designated geographic area, whether owned by us, our affiliates or our franchisees. Each Acai Express business has one vote on all cooperative matters, but no single member or group of commonly controlled members will have more than 25% of the total vote. Company and/or affiliate owned units will not have the deciding vote on fees. No cooperatives have been established as of the date of this Disclosure Document.

5. We may use an independent service to conduct a "mystery shopper" quality control and evaluation program. You must participate in this program, and we may require that you pay the then-current charges imposed by the evaluation service (as we direct, either directly to the evaluation service provider or to us as a reimbursement).

## ITEM 7
## ESTIMATED INITIAL INVESTMENT

### ESTIMATED INITIAL INVESTMENT FOR AN ACAI EXPRESS SHOP

| (1) Type of Expenditure | (2) Amount | (3) Method of Payment | (4) When Due | (5) To Whom Payment is to be Made |
|---|---|---|---|---|
| Initial Franchise Fee [(1)] | $25,000 | Lump Sum | On signing Franchise Agreement | Us |
| Architect/Blueprints | $2,000 to $8,000 | As Arranged | As Arranged | Architect, Designer |
| Leasehold Improvements [(2)] | $50,000 to $200,000 | As Arranged | As Arranged | Independent Contractors |
| Leasehold Improvement for Drive-thru [(3)] | $0 to $25,000 | As Arranged | As Arranged | Independent Contractors |
| Lease Payments – 3 Months [(4)] | $3,000 to $15,000 | As Arranged | As Arranged | Landlord |
| Security Deposits [(5)] | $3,400 to $6,000 | As Arranged | As Arranged | Landlord, Utility Companies |

| (1)<br>Type of Expenditure | (2)<br>Amount | (3)<br>Method of Payment | (4)<br>When Due | (5)<br>To Whom Payment is to be Made |
|---|---|---|---|---|
| Equipment, Furniture and Fixtures [6] | $42,000 to $80,000 | As Arranged | As Arranged | Approved Suppliers |
| Signage [7] | $2,000 to $10,000 | As Arranged | As Arranged | Approved Suppliers |
| Initial Inventory [8] | $3,500 to $10,000 | As Arranged | As Incurred | Approved Suppliers |
| Point of Sale System [9] | $2,000 to $6,000 | As Arranged | As Arranged | Approved Suppliers |
| Office Supplies & Computer System [9] | $2,500 | As Arranged | As Arranged | Suppliers & Approved Suppliers |
| Travel, Lodging and Meals for Initial Training [10] | $4,000 to 7,000 | As Arranged | As Incurred | Airlines, Hotels and Restaurants |
| Insurance – 3 Months [11] | $1,000 to $3,000 | As Arranged | As Arranged | Insurance Companies |
| Grand Opening Advertising [12] | $5,000 | As Arranged | As Arranged | Suppliers or Us |
| Licenses and Permits [13] | $1,000 to $1,500 | As Arranged | As Arranged | Government Agencies |
| Professional Fees [14] | $2,000 to $5,000 | As Arranged | As Arranged | Accountant; Attorney |
| Additional Funds – 3 Months [15] | $10,000 to $20,000 | | | |
| **TOTAL** | **$158,400 to $429,000** | | | |

None of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable. We do not finance any portion of your initial investment.

**Notes:**

1. ***Initial Franchise Fee.*** This fee is discussed in Item 5.

2. ***Leasehold Improvements***. The low end of our estimate assumes that you have a leased space that previously operated as a restaurant and that you will convert to an Acai Express Shop. The high end of our estimate assumes that you have leased a "vanilla box" space and that more improvements are required. Our estimate does not include any tenant improvement allowance that you may negotiate. The

cost of leasehold improvements will vary depending on numerous factors, including: (a) the size and configuration of the premises; (b) pre-construction costs (including demolition of existing walls and removal of existing improvements and fixtures); and (c) cost of materials and labor, which may vary based on geography and location or whether you must use union labor for the build-out of your Shop. These amounts may vary substantially based on local conditions, including the availability and prices of labor and materials. These costs may also vary depending on whether certain of these costs will be incurred by the landlord or through landlord tenant improvement contributions and the condition of the space before you take possession of the premises.

3. ***Leasehold Improvement for Drive-thru.*** The low end of our estimate assumes that you did not elect to build a drive-thru for your Shop and the high end includes the additional charges for the leasehold improvements you will be required to make to your Shop to add a drive-thru.

4. ***Lease Payments***. Our estimates assume that you will lease space for your Shop. Your Shop may be in a shopping mall, in strip centers or a free-standing location with easy access and ample parking, and you will need approximately 650 to 1,500 square feet. Landlords may vary the base rental rate and charge rent based on a percentage of gross sales. In addition to base rent, your lease may require you to pay common area maintenance charges ("CAM Charges") for your pro rata share of the real estate taxes and insurance, and your pro rata share of other charges. The actual amount you pay under the lease will vary depending on the size of the Shop, the types of charges that are allocated to tenants under the lease, your ability to negotiate with landlords and the prevailing rental rates in the geographic region.

If you choose to purchase real property on which to build your Shop, your initial investment will probably be higher than what we estimate above. If you purchase real property, we cannot estimate how this purchase will affect your total initial investment.

5. ***Security Deposits***. Our estimate assumes you will need to provide one month of rent as a security deposit to your landlord, and you may need to provide security deposits for your utilities (such as gas, water and/or electric).

6. ***Equipment, Furniture and Fixtures***. The equipment you will need includes a walk-in cooler, prep tables, reach-in freezer, ice maker, commercial grade blenders, commercial grade juicers, crock pot, microwave, small wares, and other typical items necessary to outfit and operate a food service business. The furniture you will need for your Shop includes stools, booths, tables, and chairs. The fixtures you will need include décor items and lights.

7. ***Signage***. These amounts are estimates and represent your cost for interior and exterior signage. Your landlord or your local ordinances may have different restrictions for interior and exterior signage which may affect your costs.

8. ***Initial Inventory***. These amounts represent your initial inventory of food and beverage supplies, paper goods, to-go packaging, menus and uniforms for the initial phase of operating the Shop. You must purchase your initial inventory from approved suppliers, and you must purchase your initial inventory of our proprietary acai blend from our designated supplier.

9. ***Point of Sale System/Office Supplies & Computer System***. You must use the Touch Bistro point of sale system in the operation of your Shop. The point-of-sale system is described in Item 11. You will be required to use Peachtree or QuickBooks accounting software in the operation of your Shop, and you will be required to purchase a computer system and peripheral equipment that conforms to our specifications. The computer system is described in Item 11. The estimate for office supplies includes general office supplies (paper, pens, etc.) and furniture like a desk and chair.

10. ***Travel, Lodging and Meals for Initial Training***. We provide initial training for up to two people at no additional charge. These estimates include only your out-of-pocket costs associated with attending our initial training program including travel, lodging, meals and applicable wages. These amounts do not include any fees or expenses for training any other personnel. Your costs may vary depending on your selection of lodging and dining facilities, mode of transportation and travel distance. Our initial training program lasts for approximately three weeks, and at least one week of training will be conducted on-site at the Franchised Business.

11. ***Insurance***. These figures are estimates of the cost of the quarterly premiums for the insurance you must obtain and maintain for your Shop as described in Item 8. Insurance premiums may be payable monthly, quarterly, semi-annually or annually based on the insurance company's practices and your creditworthiness.

12. ***Grand Opening Advertising***. Within the first sixty days of opening, you will be required to spend $5,000 to conduct your grand opening advertising campaign in your territory. We must approve your grand opening advertising plan before you may use it. We have the right to create a grand opening advertising campaign for you to conduct, or to collect the $5,000 and conduct the grand opening advertising campaign on your behalf. If we collect the $5,000 for the grand opening advertising campaign it is non-refundable.

13. ***Licenses and Permits***. These are estimates of the costs for obtaining local business licenses which typically remain in effect for one year. These figures do not include occupancy and construction permits which are included in the Architect/Blueprints estimate. The cost of these permits and licenses will vary substantially depending on the location of the Franchised Business. We strongly recommend that you verify the cost for all licenses and permits required in your jurisdiction before signing the Franchise Agreement.

14. ***Professional Fees***. We strongly recommend that you engage an accountant and a franchise attorney to advise you in your evaluation of the franchise we are offering.

15. ***Additional Funds***. You will need capital to support ongoing expenses such as payroll, utilities, rent, Royalty Fees, brand development fees and technology and computer-related fees if these costs are not covered by sales revenue for your first three months of operation. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover ongoing expenses for the start-up phase of the business, which we calculate to be three months. This is only an estimate and there is no guarantee that additional working capital will not be necessary during this start-up phase or after.

We relied upon our affiliate's experience in operating an Acai Express Shop since 2014 when preparing these figures. Your actual costs may vary greatly and will depend on factors such as the size and condition of the space and cost to convert to a Shop, your management skill, experience and business acumen; local economic conditions; the local market for the Shop's products; the prevailing wage rate; competition; and the sales level reached during the start-up phase. These amounts do not include any estimates for debt service. These are only estimates, and your costs may vary based on actual rental prices in your area, and other site-specific requirements or regulations. The costs outlined in this Item 7 are not intended to be a forecast of the actual cost to you or to any particular franchisee.

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**ESTIMATED INITIAL INVESTMENT FOR AN ACAI EXPRESS FOOD TRUCK**

| (1) Type of Expenditure | (2) Amount | (3) Method of Payment | (4) When Due | (5) To Whom Payment is to be Made |
|---|---|---|---|---|
| Initial Franchise Fee [1] | $25,000 | Lump Sum | On signing Franchise Agreement | Us |
| Food Truck [2] | $75,000 to $110,000 | As Arranged | As Arranged | Supplier |
| Equipment [3] | $4,350 to $5,000 | As Arranged | As Arranged | Approved Suppliers |
| Commercial Diesel Power Generator | $8,500 to $15,000 | As Arranged | As Arranged | Supplier |
| Initial Inventory [4] | $3,500 to $10,000 | As Arranged | As Incurred | Approved Suppliers |
| Point of Sale System [5] | $2,000 to $6,000 | As Arranged | As Arranged | Approved Suppliers |
| Office Supplies & Computer System [5] | $2,500 | As Arranged | As Arranged | Suppliers & Approved Suppliers |
| Travel, Lodging and Meals for Initial Training [6] | $4,000 to $7,000 | As Arranged | As Incurred | Airlines, Hotels and Restaurants |
| Insurance – 3 Months [7] | $1,000 to $3,000 | As Arranged | As Arranged | Insurance Companies |
| Grand Opening Advertising [8] | $5,000 | As Arranged | As Arranged | Suppliers or Us |
| Licenses and Permits [9] | $1,000 to $1,500 | As Arranged | As Arranged | Government Agencies |
| Professional Fees [10] | $2,000 to $5,000 | As Arranged | As Arranged | Accountant; Attorney |
| Signage [11] | $2,000 to $2,500 | As Arranged | As Arranged | Approved Suppliers |
| Additional Funds – 3 Months [12] | $10,000 to $20,000 | | | |
| **TOTAL** | **$145,850 to $217,500** | | | |

None of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable. We do not finance any portion of your initial investment.

**Notes:**

1. ***Initial Franchise Fee.*** This fee is discussed in Item 5.

2. ***Food Truck.*** The prices listed above are estimates for a standard 8x24-foot Food Truck including professional custom wrap. The price may vary depending on the size of the truck. The low end of the estimate is for a refurbished used truck sold "as is" and without a warranty. We are not responsible for any malfunction of a refurbished Food Truck. All repairs and maintenance are your responsibility, and you may choose to purchase a warranty for your refurbished Food Truck; if you do, this will increase your cost. The high end of the estimate is for a new Ford F-59 food truck. The estimate for a new truck does not include a warranty. You may choose to purchase a warranty for your new Food Truck, and this will increase your cost.

3. ***Equipment***. The equipment you will need includes commercial grade blenders, commercial grade juicers, crock pot, small wares, and other typical items necessary to outfit and operate a Food Truck. The furniture you will need for your Food Truck includes tables and chairs for outside seating. The fixtures you will need include décor items and lights.

4. ***Initial Inventory***. These amounts represent your initial inventory of food and beverage supplies, paper goods, to-go packaging, menus and uniforms for the initial phase of operating the Food Truck. You must purchase your initial inventory from approved suppliers, and you must purchase your initial inventory of our proprietary acai blend from our designated supplier.

5. ***Point of Sale System/Office Supplies & Computer System***. You must use the Touch Bistro point of sale system in the operation of your Food Truck. The point-of-sale system is described in Item 11. You will be required to use Peachtree or QuickBooks accounting software in the operation of your Food Truck, and you will be required to purchase a computer system and peripheral equipment that conforms to our specifications. The computer system is described in Item 11. The estimate for office supplies includes general office supplies (paper, pens, etc.) and furniture like a desk and chair.

6. ***Travel, Lodging and Meals for Initial Training***. We provide initial training for up to two people at no additional charge. These estimates include only your out-of-pocket costs associated with attending our initial training program including travel, lodging, meals and applicable wages. These amounts do not include any fees or expenses for training any other personnel. Your costs may vary depending on your selection of lodging and dining facilities, mode of transportation and travel distance. Our initial training program lasts for approximately three weeks, and at least one week of training will be conducted on-site at the Franchised Business.

7. ***Insurance***. These figures are estimates of the cost of the quarterly premiums for the insurance you must obtain and maintain for your Food Truck as described in Item 8. Insurance premiums may be payable monthly, quarterly, semi-annually or annually based on the insurance company's practices and your creditworthiness.

8. ***Grand Opening Advertising***. Within the first sixty days of opening, you will be required to spend $5,000 to conduct your grand opening advertising campaign in your territory. We must approve your grand opening advertising plan before you may use it. We have the right to create a grand opening advertising campaign for you to conduct, or to collect the $5,000 and conduct the grand opening advertising campaign on your behalf. If we collect the $5,000 for the grand opening advertising campaign it is non-refundable.

9. ***Licenses and Permits***. These are estimates of the costs for obtaining local business licenses which typically remain in effect for one year. The cost of these permits and licenses will vary substantially depending on the location of the Franchised Business. We strongly recommend that you verify the cost for all licenses and permits required in your jurisdiction before signing the Franchise Agreement.

10. ***Professional Fees***. We strongly recommend that you engage an accountant and a franchise attorney to advise you in your evaluation of the franchise we are offering.

11. ***Signage***. These amounts represent your cost for exterior signage for your Food Truck, and signage placed on your Food Truck, including wrapping your Food Truck. Your local ordinances may have different restrictions it places on exterior signage which may affect your costs.

12. ***Additional Funds***. You will need capital to support ongoing expenses such as payroll, utilities, Royalty Fees, brand development fees and technology and point of sale system-related fees if these costs are not covered by sales revenue for your first three months of operation. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover ongoing expenses for the start-up phase of the business, which we calculate to be three months. This is only an estimate and there is no guarantee that additional working capital will not be necessary during this start-up phase or after.

We relied upon our affiliate's experience in operating an Acai Express Food Truck since 2013 when preparing these figures. Your actual costs may vary greatly and will depend on factors such as the size and condition of the space, your management skill, experience and business acumen; local economic conditions; the local market for the Food Truck's products; the prevailing wage rate; competition; and the sales level reached during the start-up phase. These amounts do not include any estimates for debt service. These are only estimates, and your costs may vary based on site-specific requirements or regulations. The costs outlined in this Item 7 are not intended to be a forecast of the actual cost to you or to any particular franchisee.

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**ESTIMATED INITIAL INVESTMENT FOR AN ACAI EXPRESS FOOD TRAILER**

| (1)<br>**Type of Expenditure** | (2)<br>**Amount** | (3)<br>**Method of Payment** | (4)<br>**When Due** | (5)<br>**To Whom Payment is to be Made** |
|---|---|---|---|---|
| Initial Franchise Fee [(1)] | $25,000 | Lump Sum | On signing Franchise Agreement | Us |
| Trailer with Awning and Speaker System [(2)] | $75,000 to $110,000 | As Arranged | As Arranged | Supplier |
| Commercial Diesel Power Generator | $8,500 to $15,000 | As Arranged | As Arranged | Supplier |
| Equipment [(3)] | $4,350 to $5,000 | As Arranged | As Arranged | Approved Suppliers |

| (1)<br>Type of Expenditure | (2)<br>Amount | (3)<br>Method of Payment | (4)<br>When Due | (5)<br>To Whom Payment is to be Made |
|---|---|---|---|---|
| Initial Inventory [4] | $3,500 to $10,000 | As Arranged | As Incurred | Approved Suppliers |
| Point of Sale System [5] | $2,000 to $6,000 | As Arranged | As Arranged | Approved Suppliers |
| Office Supplies & Computer System [5] | $2,500 | As Arranged | As Arranged | Suppliers & Approved Suppliers |
| Travel, Lodging and Meals for Initial Training [6] | $4,000 to $7,000 | As Arranged | As Incurred | Airlines, Hotels and Restaurants |
| Insurance – 3 Months [7] | $1,000 to $3,000 | As Arranged | As Arranged | Insurance Companies |
| Grand Opening Advertising [8] | $5,000 | As Arranged | As Arranged | Suppliers or Us |
| Licenses and Permits [9] | $1,000 to $1,500 | As Arranged | As Arranged | Government Agencies |
| Professional Fees [10] | $2,000 to $5,000 | As Arranged | As Arranged | Accountant; Attorney |
| Signage [11] | $2,000 to $2,500 | As Arranged | As Arranged | Approved Suppliers |
| Additional Funds – 3 Months [12] | $10,000 to $20,000 | | | |
| **TOTAL** | **$145,850 to $217,500** | | | |

None of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable. We do not finance any portion of your initial investment.

**Notes:**

1. ***Initial Franchise Fee.*** This fee is discussed in Item 5.

2. **Trailer with Awning and Speaker System.** The low-end estimate is for a smaller sized Food Trailer, typically 8 x 20 square feet, and the high-end estimate reflects the cost for a larger sized Food Trailer, typically 8 x 30 square feet. You may need to arrange for your trailer to be transported to your site and this may incur an additional cost.

3. ***Equipment***. The equipment you will need includes a cooler, prep tables, commercial grade blenders, commercial grade juicers, crock pot, small wares, and other typical items necessary to outfit and

operate a Food Trailer. The furniture you will need for your Food Trailer includes tables and chairs for outside seating. The fixtures you will need include décor items and lights.

4. ***Initial Inventory***. These amounts represent your initial inventory of food and beverage supplies, paper goods, to-go packaging, menus and uniforms for the initial phase of operating the Food Trailer. You must purchase your initial inventory from approved suppliers, and you must purchase your initial inventory of our proprietary acai blend from our designated supplier.

5. ***Point of Sale System/Office Supplies & Computer System***. You must use the Touch Bistro point of sale system in the operation of your Food Trailer. The point-of-sale system is described in Item 11. You will be required to use Peachtree or QuickBooks accounting software in the operation of your Food Trailer, and you will be required to purchase a computer system and peripheral equipment that conforms to our specifications. The computer system is described in Item 11. The estimate for office supplies includes general office supplies (paper, pens, etc.) and furniture like desk and chair.

6. ***Travel, Lodging and Meals for Initial Training***. We provide initial training for up to two people at no additional charge. These estimates include only your out-of-pocket costs associated with attending our initial training program including travel, lodging, meals and applicable wages. These amounts do not include any fees or expenses for training any other personnel. Your costs may vary depending on your selection of lodging and dining facilities, mode of transportation and travel distance. Our initial training program lasts for approximately three weeks, and at least one week of training will be conducted on-site at the Franchised Business.

7. ***Insurance***. These figures are estimates of the cost of the quarterly premiums for the insurance you must obtain and maintain for your Food Trailer as described in Item 8. Insurance premiums may be payable monthly, quarterly, semi-annually or annually based on the insurance company's practices and your creditworthiness.

8. ***Grand Opening Advertising***. Within the first sixty days of opening, you will be required to spend $5,000 to conduct your grand opening advertising campaign in your territory. We must approve your grand opening advertising plan before you may use it. We have the right to create a grand opening advertising campaign for you to conduct, or to collect the $5,000 and conduct the grand opening advertising campaign on your behalf. If we collect the $5,000 for the grand opening advertising campaign it is non-refundable.

9. ***Licenses and Permits***. These are estimates of the costs for obtaining local business licenses which typically remain in effect for one year. The cost of these permits and licenses will vary substantially depending on the location of the Franchised Business. We strongly recommend that you verify the cost for all licenses and permits required in your jurisdiction before signing the Franchise Agreement.

10. ***Professional Fees***. We strongly recommend that you engage an accountant and a franchise attorney to advise you in your evaluation of the franchise we are offering.

11. ***Signage***. These amounts represent your cost for exterior signage for your Food Trailer and signage placed on your Food Trailer. Your local ordinances may have different restrictions it places on exterior signage which may affect your costs.

12. ***Additional Funds***. You will need capital to support ongoing expenses such as payroll, utilities, Royalty Fees, brand development fees and technology and point of sale system-related fees if these costs are not covered by sales revenue for your first three months of operation. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover ongoing

expenses for the start-up phase of the business, which we calculate to be three months. This is only an estimate and there is no guarantee that additional working capital will not be necessary during this start-up phase or after.

We relied upon our affiliate's experience in operating an Acai Express Food Trailer since 2013 when preparing these figures. Your actual costs may vary greatly and will depend on factors such as the size and condition of the space, your management skill, experience and business acumen; local economic conditions; the local market for the Food Trailer's products; the prevailing wage rate; competition; and the sales level reached during the start-up phase. These amounts do not include any estimates for debt service. These are only estimates, and your costs may vary based on site-specific requirements or regulations. The costs outlined in this Item 7 are not intended to be a forecast of the actual cost to you or to any particular franchisee.

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**ESTIMATED INITIAL INVESTMENT - MULTI–UNIT DEVELOPMENT AGREEMENT**
**DEVELOPMENT OF THREE ACAI EXPRESS BUSINESSES**

| (1) Type of Expenditure | (2) Amount | (3) Method of Payment | (4) When Due | (5) To Whom Payment is to be Made |
|---|---|---|---|---|
| Development Fee (1) | $45,000 | As Arranged | On signing Multi-Unit Development Agreement | Us |
| Vehicle – 3 Months (2) | $2,000 to $2,500 | As Arranged | As Incurred | Suppliers |
| Other Expenditures for First Business (3) | $120,850 to $404,000 | See Previous Tables | See Previous Tables | See Previous Tables |
| **Total** | **$167,850 to $451,500** | | | |

None of the expenses listed in the above chart are refundable. We do not finance any portion of your initial investment.

**Notes:**

1. ***Development Fee***. This fee is discussed in Item 5. Our estimate assumes you will develop the minimum of three Franchised Businesses. If you choose to develop more than three Franchised Businesses, the Development Fee will increase by $10,000 for each additional unit you commit to develop.

2. ***Vehicle***. We anticipate that you will need a vehicle to view potential sites and to oversee the build-out of the Shop or the customization of the Food Trailer or Food Truck. Our estimate includes three months of expenses for gas, maintenance and vehicle payments.

3. ***Other Expenditures for First Business***. These are the estimates to establish your first Franchised Business. Because you may commit to any combination of Shops, Food Trucks or Food Trailers

under a Multi-Unit Development Agreement, the low end of this estimate represents the costs associated with establishing a Food Trailer as your first unit. The high end of this estimate represents the costs associated with establishing a Shop for your first unit. Costs associated with establishing additional Shops, Food Trucks or Food Trailers are subject to factors that we cannot estimate or control such as inflation, increased labor costs, or increased materials costs.

## ITEM 8
## RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase or lease and install all fixtures, furnishings, equipment (including point of sales, computer hardware and software, security systems, communication systems and audio/visual equipment), décor items, signs and related items we require, all of which must conform to the standards and specifications stated in our Confidential Operations Manual ("Manual") or otherwise in writing, unless you have first obtained our written consent to do otherwise. You may not install or permit to be installed on the Franchised Business' premises any fixtures, furnishings, equipment, décor items, signs, games, vending machines or other items without our written consent or that do not comply with our specifications.

To make sure that the highest degree of quality and service is maintained, you must operate the Shop, Food Truck or Food Trailer in strict conformity with the methods, standards and specifications that we prescribe in the Manual or otherwise in writing. You must maintain in sufficient supply and use and sell at all times only those food and beverage items, ingredients, products, materials, supplies and paper goods that meet our standards and specifications. All menu items must be prepared in accordance with the recipes and procedures specified in the Manual or other written materials. You must not deviate from these standards and specifications by the use or offer of non-conforming items, or differing amounts of any items, without obtaining our written consent first. We can, and expect to, modify our standards and specifications as we deem necessary. We will provide you notice in the Manual or otherwise in writing (such as via email) of any changes in our standards and/or specifications.

You must permit us or our agents, at any reasonable time, to remove a reasonable number of samples of food or non-food items from your inventory or from the Franchised Business free of charge for testing by us or by an independent laboratory to determine whether the samples meet our then-current standards and specifications. In addition to any other remedies we may have, we may require you to pay for the testing if we have not previously approved the supplier of the item or if the sample fails to conform to our specifications.

You must obtain all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (including point of sale, computer hardware and software, security systems, communication systems and audio/visual equipment), and other products used or offered for sale at the Shop, Food Truck, or Food Trailer solely from suppliers who demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards or in accordance with our standards and specifications.

We expect that all vehicles will be kept clean, in good working order and properly insured. You must have each person providing those services to comply with all laws, regulations and rules of the road and to use due care and caution operating and maintaining the motor vehicles. Except as described in this paragraph, we do not have any standards or exercise control over any motor vehicle that you use.

A complete list of our approved products and suppliers will be included in the Manual and is subject to change over time. We will provide you notice in the Manual or otherwise in writing (such as via email) of any changes to the lists of approved products and approved suppliers.

Currently neither we nor any affiliate of ours is a designated or approved supplier for any product or service you must purchase or lease, but we have the right to be a designated or approved supplier in the future. If we or an affiliate become a designated or approved supplier, then we or our affiliate will have the right to earn revenue from the sale of products and services to our franchisees. No officer of ours owns an interest in any supplier. During the fiscal year ended December 31, 2021, we and our affiliates did not earn revenue from the sale of products and services to our franchisees.

If you wish to purchase, lease or use any products that we have not previously approved, or purchase or lease from a supplier we have not previously approved, you must submit a written request for approval or you must request the supplier to do so. You must reimburse our costs related to our testing and inspection. We must approve any supplier in writing before you make any purchases from that supplier. We can require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered, either to us or to an independent laboratory, for testing. We have the right to re-inspect the facilities and products of any approved supplier and to revoke our approval if the supplier fails to continue to meet any of our then-current standards. Our supplier approval procedure does not obligate us to approve any particular supplier. We will notify you in writing within 30 days after we complete the inspection and evaluation process of our approval or disapproval of any proposed supplier. We are not required to make available to you or to any supplier our criteria for product or supplier approval. We are not obligated to approve any specific product or supplier if we believe that approval of that product or supplier is not in the best interests of the System. We may revoke our prior approval of any product or supplier at any time, and after your receipt of written notice from us regarding our revocation you must stop using that product or stop purchasing from that supplier.

We have and may continue to develop for use in the System certain products which are prepared from confidential proprietary recipes and other proprietary products which bear the Marks. Because of the importance of quality and uniformity of production and the significance of those products in the System, it is to your and our benefit that we closely control the production and distribution of those products. You will use only our proprietary recipes and any proprietary products we have developed, or choose to develop, and will purchase proprietary products only from us, our affiliate, or the supplier we designate. We have the right to earn a profit from the sale of these proprietary products or proprietary recipes to our franchisees or from the use of these recipes by our franchisees. For our proprietary acai blend, you must use our designated supplier. In Puerto Rico, our designated supplier is Ballester Hermanos. In the U.S., our designated supplier is Makai Fruits. During the fiscal year ended December 31, 2021, we did not earn any revenue from the sale of our proprietary acai blend to franchisees.

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of the System. As of the date of this Disclosure Document, there are no purchasing or distribution cooperatives in which you must participate. When determining whether to grant new, additional, or successor franchises, we consider many factors, including your compliance with the requirements described in this Item 8. We do not provide material benefits (including, for example, renewal or granting additional franchises) to you based on your purchases of particular products or services or use of designated or approved suppliers.

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Franchised Businesses in our System. We and/or our affiliate may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees. If we do establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products, equipment and services, and we may refuse to approve proposals from franchisees to add new suppliers if

we believe that approval would not be in the best interests of the System or the franchised network of Shops, Food Trucks, and Food Trailers.

We have the right to collect and retain any and all allowances, rebates, credits, incentives, or benefits (collectively, "Allowances") offered by manufacturers, suppliers, and distributors to you, to us, or to our affiliate, based upon your purchases of products and services from manufacturers, suppliers, and distributors. We or our affiliate will have all of your right, title, and interest in and to any and all of these Allowances. We or our affiliate may collect and retain any or all of these Allowances without restriction (unless otherwise instructed by the manufacturer, supplier, or distributor). During the fiscal year ended December 31, 2021, we earned rebates of $17,188 through our relationship with Ballester Hermanos, and all of these Allowances were deposited into the brand development fund.

All advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Franchised Business) and other items we designate must bear the Marks in the form, color, location and manner we prescribe. In addition, all your advertising and promotion in any medium must be conducted in a dignified manner and must conform to the standards and requirements in the Manual or otherwise. You must obtain our approval before you use any advertising and promotional materials and plans if we have not prepared or approved them during the 12 months before their proposed use. You must provide any non-approved advertising to us at least ten days prior to the deadline for any advertisement running in the media. Any advertising and promotional materials you submit to us for our review will become our property.

You must obtain our acceptance of the site for the Shop, Food Truck, or Food Trailer before you acquire the site. You must also obtain our acceptance of any contract of sale or lease for the Franchised Business before you sign the contract or lease. We may require you and your landlord to sign a Collateral Assignment of Lease which permits us to assume your lease in certain circumstances, including the termination or expiration of your Franchise Agreement (Attachment 2 to the Franchise Agreement).

Your Franchised Business must be constructed and/or designed according to plans that we have approved. We will provide you with sample plans and specifications for your Franchised Business, and you must arrange for construction and design plans to be created that incorporate our requirements into the size and shape of the accepted site for your Shop or Food Trailer and into the design of your Food Truck. You may not use the plans or begin building out your Franchised Business until we have approved the construction and/or design plans, and any changes to the construction and/or design plans must also be approved by us before the changes may be implemented. Our review is not meant to assess compliance with any applicable laws, regulations or building codes. Our review is only to verify that the construction and design plans accurately present our trade dress, the Marks and meet our specifications. We have the right to inspect your Franchised Business while it is being constructed and/or designed. You may not open your Shop, Food Truck or Food Trailer for business until we have approved you to do so.

Before you open the Shop, Food Truck or Food Trailer for business, you must obtain the insurance coverage that is required by the terms of your lease and applicable law, and that we specify in the Manual or otherwise in writing. Your insurance coverage must be maintained during the term of the Franchise Agreement and must be obtained from a responsible, duly licensed carrier or carriers acceptable to us. All insurance must be on an "occurrence" basis. Currently you must maintain the following insurance: (a) comprehensive general liability, including broad form contractual liability, employment practices coverage, broad form property damage, personal injury, facilities, completed operations, products liability, automobile (covering all vehicles used for Food Trucks and in the delivery of products to and from the Shops or Food Trailers including owned, hired and non-owned vehicles), fire legal liability insurance with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate; (b) worker's compensation with limits required by applicable state law, but not less than $500,000; (c) business interruption insurance; (d)

any insurance required by the terms of the lease for the Shop; and (e) any other insurance we may require in the future.

All insurance policies, except for workers' compensation, must name us, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional named insureds. Also, all insurance policies must state that no less than 30 days' prior written notice will be given to us if there is a material alteration to or cancellation of the policies. We have the right to require that you obtain from your insurance company a report of claims made and reserves set against your insurance. We have the right to change our insurance requirements during the term of your Franchise Agreement, including the types of coverage and the amounts of coverage, and you must comply with those changes. If you do not obtain any insurance as required, we have the right (but not the obligation) to purchase insurance on your behalf and you must reimburse our costs related to this purchase plus an administrative fee.

We estimate that your purchases from us or approved suppliers, or that must conform to our specifications, will represent approximately 60% to 80% of your total purchases in establishing the Franchised Business, and approximately 50% to 60% of your total purchases in the continuing operation of the Shop, Food Truck or Food Trailer.

## 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.**

In the table below, the following abbreviations have these meanings: FA means the Franchise Agreement and MUDA means the Multi-Unit Development Agreement.

| Obligation | Section in Agreement | Disclosure Document Item |
|---|---|---|
| a. Site selection and acquisition/ lease | FA – Section 2<br>MUDA – Section 3 | Items 8 and 11 |
| b. Pre-opening purchases/leases | FA – Sections 6, 7 and 8 | Items 5, 6, 7, 8 and 11 |
| c. Site development and other pre-opening requirements | FA – Section 2 | Items 1, 8 and 11 |
| d. Initial and ongoing training | FA – Section 6 | Items 5, 6 and 11 |
| e. Opening | FA – Section 6 | Items 5, 6 and 11 |
| f. Fees | FA – Sections 4 and 8<br>MUDA – Sections 2 and 3 | Items 5 and 6 |
| g. Compliance with standards and policies/Manuals | FA – Sections 2, 3, 6, 8, 9, 10, 11 and 12 | Items 11 and 14 |
| h. Trademarks and proprietary information | FA – Sections 9 and 10 and Attachment 4<br>MUDA – Section 7 | Items 11, 13 and 14 |

| Obligation | Section in Agreement | Disclosure Document Item |
|---|---|---|
| i. Restrictions on products/services offered | FA – Section 7<br>MUDA – Section 7 | Items 8 and 16 |
| j. Warranty and customer service requirements | FA – Section 7 | Item 8 |
| k. Territorial development and sales quotas | MUDA – Section 3 | Item 12 |
| l. Ongoing product/service purchases | FA – Section 7 | Items 6 and 8 |
| m. Maintenance, appearance and remodeling requirements | FA – Sections 2, 7 and 14 | Items 8 and 11 |
| n. Insurance | FA – Section 12 | Items 7 and 8 |
| o. Advertising | FA – Section 8 | Items 6, 8 and 11 |
| p. Indemnification | FA – Section 15<br>MUDA – Section 14 | Item 6 |
| q. Owner's participation/ management/staffing | FA – Sections 6, 14, 15 and 19<br>MUDA – Section 7 | Items 1, 11 and 15 |
| r. Records and Reports | FA – Sections 4, 7 and 11 | Item 6 |
| s. Inspections and audits | FA – Sections 2, 7 and 11<br>MUDA – Section 12 | Items 6, 8 and 11 |
| t. Transfer | FA – Section 14<br>MUDA – Section 11 | Items 6 and 17 |
| u. Renewal | FA – Section 3<br>MUDA – Section 5 | Items 6 and 17 |
| v. Post-termination obligations | FA – Section 18<br>MUDA – Section 10 | Items 6 and 17 |
| w. Non-competition covenants | FA – Section 10 and Attachment 4<br>MUDA – Section 12 | Item 17 |
| x. Dispute Resolution | FA – Section 19<br>MUDA – Section 19 | Items 6 and 17 |
| y. Liquidated Damages | FA –Section 18 | Item 6 |
| z. Guaranty | FA - Section 6 and Attachment 9 | Item 15 |

## ITEM 10
## FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

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

**Except as listed below, Acai Express Franchising Inc. is not required to provide you with any assistance**.

**Pre-Opening Obligations**

**Multi-Unit Development Agreement**: Under the Multi-Unit Development Agreement, we will provide you with the following assistance:

1. We will grant to you rights to a Protected Area within which you will establish and operate an agreed-upon number of Shops, Food Trucks, and/or Food Trailers under separate Franchise Agreements (Multi-Unit Development Agreement – Section 1.1).

2. We will review the information regarding potential sites that you provide to us to determine whether the sites meet our standards and criteria for an Acai Express business and, if the site meets our criteria, accept the site for your Franchised Business (Multi-Unit Development Agreement – Section 8.1).

3. We will provide you with standard specifications and layouts for building and furnishing or equipping each Shop, Food Truck, or Food Trailer (Multi-Unit Development Agreement – Section 8.2).

4. We will review your site plan and final build-out plans and specifications for conformity to our standards and specifications (Multi-Unit Development Agreement – Section 8.3).

5. We will provide other resources and assistance as may be developed and offered to our multi-unit developers (Multi-Unit Development Agreement – Section 8.4).

**Franchise Agreement**: Before the opening of a Franchised Business, we will provide the following assistance and services:

1. Our written site selection guidelines and the site selection assistance we deem advisable. (Franchise Agreement, Section 5.1.) We will also determine the boundaries of your Designated Territory.

2. At your request, one on-site evaluation of the proposed site for your Franchised Business. (Franchise Agreement, Section 5.2.) You must reimburse our expenses, including travel, lodging and meals.

3. Standard specifications and layouts for building and furnishing or equipping the Franchised Business, which you will use to have site plans, build-out plans and/or design plans prepared, at your expense. (Franchise Agreement, Section 5.3.) We must approve of your construction and design plans and we have the right to inspect your Franchised Business during its construction and design.

4. On loan, our Manual, which we may revise during the term of your Franchise Agreement. (Franchise Agreement, Sections 5.4 and 10.1.) We may provide all or a portion of the Manual to you electronically, such as via a password-protected website.

5. A list of approved products and suppliers, which we may revise during the term of your Franchise Agreement. (Franchise Agreement, Sections 5.9 and 7.4.)

6. An initial training program for five days at our headquarters, or at another location we designate, for your General Manager and the Operating Partner. We will also provide you with one representative at the Franchised Business to provide initial opening training and assistance. The cost of these training programs is included in the initial franchise fee. (Franchise Agreement, Sections 5.10 and 6.4.)

**Continuing Obligations**

**Franchise Agreement**: During the operation of a Shop, Food Truck, or Food Trailer we will provide the following assistance and services:

1. As we reasonably determine necessary, visits to and evaluations of the Franchised Business and the products and services provided to make sure that our high standards of quality, appearance and service of the System are maintained. (Franchise Agreement, Sections 5.5 and 7.5.6.)

2. Advice and written materials (including updates to the Manual) concerning techniques of managing and operating the Franchised Business, including new developments and improvements in equipment, food products, packaging and preparation. (Franchise Agreement, Section 5.7.)

3. Training programs and seminars and other related activities regarding the operation of the Franchised Business as we may conduct for you or for Acai Express personnel generally. These training programs, seminars or other related activities may be mandatory for your General Manager, the Operating Partner and other Acai Express personnel as we designate. (Franchise Agreement, Section 6.4.4.)

4. At your request, additional on-site training or assistance at your Franchised Business. You must pay our per diem fee for each trainer providing the training and you must reimburse the trainer's expenses. (Franchise Agreement, Section 6.4.3.)

5. Administration of the brand development fund. (Franchise Agreement, Section 8.3.)

6. Indemnification against and reimbursement for all damages for which you are held liable in any proceeding arising out of your use of any of the Marks (including settlement amounts) if you and your Principals have fully complied with the terms of the Franchise Agreement. (Franchise Agreement, Section 9.4.)

7. Designate the maximum prices you may charge, as permitted by applicable law. (Franchise Agreement, Section 7.15.) You understand that by following our pricing requirements we are not guaranteeing that you will achieve any specific level of sales or profitability.

**Site Selection**: You must assume all costs, liabilities, expenses and responsibility for locating, obtaining and developing a site for the Franchised Business and for constructing, designing and equipping the Shop, Food Truck or Food Trailer at the accepted site. You will select the site for the Franchised Business subject to our acceptance and using our site submittal forms. The Franchised Business may not be relocated without first obtaining our written consent. Before you lease or purchase the site for the Franchised Business, you must locate a site that satisfies our site selection guidelines. We will conduct one on-site evaluation, but before we provide the evaluation you must submit to us in the form we specify a description of the site, including evidence that the site satisfies our site selection guidelines, together with other information and materials that we may reasonably require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site. We generally do not own the premises and

lease it to you. We have the right to approve deviations from our site selection standards based on the individual factors and components of a particular site.

You must submit to us information and materials relating to the proposed site for our review no later than 60 days after you have signed the Franchise Agreement. We will have 30 days after we receive this information and materials from you to accept or decline the proposed site as the location for your Acai Express business. If we do not provide our specific acceptance of a proposed site, the site is deemed not accepted. We do not warrant or guarantee that your Acai Express will be successful at any site that we accept. Our acceptance only means that the site meets our minimum requirements for an Acai Express, subject to any deviation from our standards as we may permit. If you are unable to find a suitable location for your Acai Express within 90 days after you sign the Franchise Agreement, we may grant you additional time to locate a site or we may terminate the Franchise Agreement.

We will provide you with our current written site selection guidelines and any other site selection counseling and assistance we think is advisable. Our criteria for site selection include: location of the site and its setting (free-standing building, shopping mall, downtown location, etc.); other tenants in the building; availability of parking; visibility from main roads; availability, size and placement of signage; co-tenants in the shopping center or immediate area; accessibility to the site; condition of the premises and how much build-out or construction it will need; proximity to competitive businesses; and availability of utilities. We will use these and other factors in determining the suitability of your proposed site for an Acai Express.

**Opening**: Your Franchised Business must be open and operating within 12 months after you sign the Franchise Agreement. Your total timeframe may be shorter or longer depending on the time necessary to obtain an accepted site; to obtain financing; to obtain the permits and licenses for the construction and operation of the Shop, Food Truck, or Food Trailer; to complete construction or remodeling as it may be affected by weather conditions, shortages, delivery schedules and other similar factors; to complete the interior and exterior of the Franchised Business including decorating, purchasing and installing fixtures, equipment and signs; and to complete preparation for operating the Shop, Food Truck, or Food Trailer including purchasing inventory and supplies. We do not provide assistance with conforming the site to local ordinances and building codes, obtaining permits and licenses for the construction and operation of the Franchised Business, completing construction or remodeling, or hiring and training your employees. We do not provide assistance with equipment, signs, fixtures, opening inventory or supplies except by providing a list of approved suppliers and through our written specifications. We do not deliver or install these items. If you are not able to open your Franchised Business within this period, we have the right to terminate your Franchise Agreement or, in our discretion, we may extend the period of time for you to open.

If you are a multi-unit developer, you must sign your first Franchise Agreement at the same time you sign the Multi-Unit Development Agreement. The typical length of time between the signing of the Franchise Agreement and the opening of your Franchised Business is the same as for an individual franchisee.

**Grand Opening Advertising**: Within the first sixty days of opening, you will be required to spend $5,000 to conduct your grand opening advertising campaign in your territory. We must approve your grand opening advertising plan before you may start it. We have the right to create a grand opening advertising campaign for you to conduct, or to collect the $5,000 and conduct the grand opening advertising campaign on your behalf. If we collect the $5,000 for the grand opening advertising campaign it is non-refundable.

**Brand Development Fund**: We have established and continue to administer a brand development fund (the "Fund") to advertise the System and the products offered by Acai Express on a regional and

national basis. You must contribute 2% of the Franchised Business' weekly Gross Sales to the Fund. The brand development fee is payable each week at the same time and in the same manner as the Royalty Fee. We have the right, with 60 days prior written notice to you, to increase the brand development fee, but we will not increase the fee more frequently than annually, and the brand development fee will not exceed 4% of Gross Sales. Any Acai Express Businesses operated by us or our affiliates will contribute to the Fund on the same basis as you.

The Fund is maintained and administered by us or our designees as follows:

1. The Fund will be used for national and regional advertising, publicity and promotion relating to our business. We will determine, in our fully unrestricted discretion, the manner in which the Fund will be spent. We direct all advertising programs and have sole discretion to approve the creative concepts, materials and media used in the programs and their placement and allocation. The Fund may place advertising in any media, including print, radio, television, and digital media. Advertising materials may be developed in-house by us or we may employ one or more advertising agencies to develop advertising. The Fund is intended to maximize general public recognition and acceptance of the Marks and improve the collective success of all Acai Express Businesses operating under the System. We may use monies from the Fund to support our website. In administering the Fund, we and our designees are not required to make expenditures for you that are equivalent or proportionate to your contribution or make sure that any particular franchisee benefits directly or pro rata from the placement of advertising. We have the right to determine, in our sole discretion, the composition of all geographic and market areas for the implementation of the Fund's advertising and promotional activities.

2. The Fund may be used to satisfy the costs of maintaining, administering, directing and preparing advertising, including the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; employing advertising agencies; menu and product development; development and maintenance of our website; and costs of our personnel and other departmental costs for advertising that we administer or prepare internally. All sums you pay to the Fund will be accounted for separately from our general funds. We may reimburse ourselves out of the Fund for our reasonable administrative costs and expenses that we may incur in the administration or direction of the Fund and advertising programs for you and the System. The Fund and its earnings will not otherwise benefit us except that any resulting technology and intellectual property shall be deemed our property. The Fund is operated solely as a conduit for collecting and expending the brand development fees as outlined above. Any sums paid to the Fund that are not spent in the year they are collected will be carried over to the following year. No portion of the Fund will be used for advertising that is primarily a solicitation of franchise sales.

3. We will prepare an annual statement of the operations of the Fund that will be made available to you if you request it. We are not required to have the Fund statements audited.

4. Although the Fund is intended to be perpetual, we may terminate the Fund at any time. The Fund will not be terminated until all monies in the Fund have been spent for advertising or promotional purposes or returned to contributors on a pro rata basis. If we terminate the Fund, we have the option to reinstate it at any time and it will be operated as described above.

5. Money in the Fund can be used to produce commercials and ad layout templates that you must adapt for your Franchised Business and use in local advertising, at your expense. The Fund may also develop new menus and table tents for use by all Franchised Businesses in the System, and we may designate that our approved supplier will automatically ship these items to you, at your expense, when they are to be used.

In the calendar year ended December 31, 2021, 55% of the Fund's spending went to social media and graphic design, 21% went toward media placement, 9% went toward website maintenance, and 15% went toward administrative costs and expenses.

**Local Advertising**: You must conduct local advertising in your territory. If your landlord requires you to participate in any marketing or promotion fund, the amounts you pay may be applied towards satisfying your local advertising obligations, if first approved in writing by us. At a minimum, you must spend 1% of Gross Sales monthly for the first year on local advertising for your Franchised Business. With 60 days prior written notice to you, we may increase the local advertising requirement, but we will not increase the requirement more frequently than annually and your local advertising requirement will not exceed 4% of monthly Gross Sales. If your lease requires you to participate in a centralized advertising fund for all mall tenants, we may reduce or waive your local advertising requirement. Within 30 days of our request, you must provide us with proof of your local advertising expenditures, including verification copies of the advertisements. Proof of your local advertising expenditures includes any marketing fee you pay to your landlord or shopping mall for mall-related advertising.

We must approve all advertising before you use it. You must not advertise or use our Marks in any fashion on the internet, world wide web or via other means of advertising through telecommunication without our express written consent.

Any advertising that you propose to use that has either not been prepared by us or has not been approved by us in the immediately preceding 12-month period must be submitted to us for our approval before you may use it. We will have 15 days after receipt of all materials to approve or disapprove of the proposed advertising materials. Unless we provide our specific approval of the proposed advertising materials, the materials are deemed not approved. Any materials you submit to us for our review will become our property, and there will be no restriction on our use or distribution of these materials.

We have the right to require you to include certain language in your local advertising, such as "Franchises Available" and our website address and phone number.

**Advertising Cooperative**: We may designate any geographic area in which two or more Shops, Food Trucks, or Food Trailers are located as a region for purposes of establishing an advertising cooperative, or we may approve of the formation of an advertising cooperative by our franchisees (the "Cooperative"). The members of the Cooperative for any area will consist of all Shops, Food Trucks, or Food Trailers, whether operated by us, our affiliates or our franchisees. We have the right to dissolve, merge or change the structure of the Cooperatives. Each Cooperative will be organized for the exclusive purposes of administering advertising programs and developing promotional materials for use by the members in local advertising, subject to our approval as described above. If a Cooperative has been established for a geographic area where your Franchised Business is located when the Franchise Agreement is signed, or if any Cooperative is established during the term of the Franchise Agreement, you must become a member of the Cooperative. The Cooperative must operate according to written documents and we must approve of these documents. A copy of the Cooperative documents applicable to the geographic area in which your Franchised Business will be located will be provided to you if you request it. You will not have to participate in more than one Cooperative.

The amount that each member must contribute to the Cooperative will be determined by vote of the members. Acai Express businesses owned by us and our affiliates will pay into the Cooperative on the same basis as you. The payments you make to a Cooperative may be applied by you toward satisfaction of your local advertising requirement. If the amount you contribute to a Cooperative is less than your local advertising requirement, you must still spend the difference locally. All contributions to the Cooperative will be maintained and administered in accordance with the documents governing the Cooperative. The

Cooperative will be operated solely as a conduit for the collection and expenditure of the Cooperative fees for the purposes outlined above. No advertising or promotional plans or materials may be used by the Cooperative or furnished to its members without first obtaining our approval, as described above. The Cooperative is not required to prepare an annual financial statement. Each member of the Cooperative will have one vote on all Cooperative matters, but no single member (or commonly controlled group of members) may have more than 25% of the total vote. Company and/or affiliate owned units will not have the deciding vote on fees. Currently there are no Cooperatives in the System.

**Website/Intranet**: We alone may establish, maintain, modify or discontinue all internet, world wide web and electronic commerce activities pertaining to the System. We may establish one or more websites accessible through one or more uniform resource locators ("URLs") and, if we do, we may design and provide for the benefit of your Franchised Business a "click through" subpage at our website for the promotion of your Shop, Food Truck, or Food Trailer. If we establish one or more websites or other modes of electronic commerce and if we provide a "click through" subpage at the website(s) for the promotion of your Franchised Business, you must routinely provide us with updated copy, photographs and news stories about your Shop, Food Truck, or Food Trailer suitable for posting on your "click through" subpage. We have the right to specify the content, frequency and procedure you must follow for updating your "click through" subpage.

Any websites or other modes of electronic commerce that we establish or maintain, including but not limited to any mobile applications ("apps") that we may introduce, may – in addition to advertising and promoting the products, programs or services available at Acai Express – also be devoted in part to offering Acai Express franchises for sale and be used by us to exploit the electronic commerce rights which we alone have.

In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee email, System discussion forums and System-wide communications (among other activities) can be done. You may not maintain your own website; otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your Franchised Business; establish a link to any website we establish at or from any other website or page; or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates the "Acai Express" name or any name confusingly similar to the Proprietary Marks.

You are not permitted to promote your Franchised Business or use any of the Proprietary Marks in any manner on any social or networking websites such as Facebook, Instagram, LinkedIn or Twitter, without our prior written consent. We will control all social media initiatives. You must comply with our System standards regarding the use of social media in your Franchised Business' operation, including prohibitions on your and the Franchised Business' employees posting or blogging comments about the Shop, Food Truck, or Food Trailer or the System, other than on a website established by or authorized by us ("social media" includes personal blogs, common social networks like Facebook, Instagram and MySpace, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). We will provide access to branded social media pages/handles/assets, and you must update these regularly. We have the right to conduct collective, national campaigns via local social media on your behalf.

We will allow you to create a Facebook page for your location ("child page") that will be added to our Facebook "parent page" using Facebook's Locations framework functionality. The Locations framework will allow you to be the administrator of the page for your Franchised Business, but we will also have administrative rights of your page as the owner of the "parent page."

We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your "click through" subpage.

**Advisory Council**: We may, in our discretion, form an advisory council to work with us to improve the System, the products offered by Acai Express, advertising conducted by the Fund, and any other matters that we deem appropriate. If an advisory council is formed, it will act solely in an advisory capacity, and will not have decision making authority. We will have the right to form, change, merge or dissolve any advisory council.

If formed, an advisory council will be comprised of our representatives and franchisee representatives. The franchisee representatives may be chosen by us or elected by other franchisees in the System. If you participate on an advisory council, you will pay any expenses you incur related to your participation such as travel and living expenses to attend council meetings.

**Computer and Point of Sale Systems**: You must purchase or lease and use the computer system, including point of sale system, hardware and software, that meets our specifications and that is capable of electronically interfacing with our computer system. The computer system must include one PC, laptop or tablet and must have a high-speed internet connection. You must purchase or lease the Touch Bistro point of sale system, including the peripheral equipment we require. You must have at least one terminal for your point-of-sale system and at least one printer. The point-of-sale system and computer system will provide sales tracking, creation of business reports and analyses, inventory and shrinkage control and management, payroll and accounting, scheduling management, order processing and credit card processing.

You must make sure that we have independent access to your computer system at the times and in the manner we specify, at your cost. The computer system will give us immediate and independent access to the information generated and stored by the system, and there is no contractual limitation on our access or use of the information we obtain. You must install and maintain equipment and high-speed internet access in accordance with our specifications to permit us to access the computer system at your Franchised Business either electronically or at the premises of your Franchised Business. This will permit us to inspect and monitor information concerning your Gross Sales and any other information that may be contained or stored in the computer system. It will be a material default under the Franchise Agreement if you do not maintain the equipment, lines and communication methods in operation and accessible to us at all times throughout the term of the Franchise Agreement.

The Touch Bistro point of sale system will cost approximately $2,000 to $6,000. You must have maintenance and software licensing for your point-of-sale system. The maintenance and software licensing fees for the Touch Bistro point of sale system will cost approximately $220 per month. You will be required to use Peachtree or QuickBooks accounting software in the operation of your Franchised Business. Peachtree and QuickBooks are the only accounting softwares approved for use in your Franchised Business, and either system may be used but you must utilize our designated Chart of Accounts in whichever accounting software chosen. You must obtain any upgrades and/or updates to the software used with the computer system, at your expense. In addition, we may require you to update and/or upgrade all or a portion of your computer system during the term of your Franchise Agreement, at your expense. The Franchise Agreement does not limit our ability to require you to update and/or upgrade your computer system or the cost of any update and/or upgrade. Neither we nor any affiliate of ours is responsible for providing you with any upgrades, updates or maintenance for your computer system.

**Confidential Operations Manual**: The Table of Contents for our Manuals is attached to this Disclosure Document as Exhibit E. Our Manuals contain approximately 201 pages.

**Training**: Not later than 30 days before the date the Franchised Business begins operation, two trainees (the General Manager and Operating Partner) must have completed to our satisfaction our mandatory initial training program. Our initial training program is conducted at our corporate headquarters in San Juan, Puerto Rico, or at another location we designate, and will be approximately five days**.** We will also provide you with one instructor on-site for the opening of your first Franchised Business to provide initial opening training and assistance for a maximum of ten days. For the opening of your second Franchised Business, we will provide you with one instructor for up to five days, and for your third Franchised Business, for up to three days.

Initial training programs will be offered at various times during the year depending on the number of new franchisees entering the System, replacement general managers and other personnel needing training, the number of new franchises being opened and the timing of the scheduled openings for new franchises.

We will provide instructors and training materials for the initial training of up to two trainees at no additional charge. You may also have additional personnel trained by us for your Franchised Business at your expense. We will determine whether your General Manager and Operating Partner have satisfactorily completed the initial training program. If we determine that your General Manager or the Operating Partner have not satisfactorily completed the initial training program, or if we determine that one of these persons cannot satisfactorily complete the training program, you must designate a replacement to satisfactorily complete the training, at your expense, before you will be permitted to open your Franchised Business. If the replacement General Manager or Operating Partner cannot complete the initial training program to our satisfaction, we have the right to terminate your Franchise Agreement.

Any General Manager or other manager subsequently designated by you must also receive and complete the initial training program to our satisfaction, even if this requires sending that manager to the headquarters training program at your expense. You will be responsible for the out-of-pocket expenses of your trainees, including transportation, lodging, meals and applicable wages.

If, during the term of your Franchise Agreement, you request that we provide additional training or assistance on-site at your Franchised Business, or if we determine that you need additional training, you must pay our then-current per diem fee for each trainer we provide, and you must reimburse us for any expenses our trainers incur such as costs of travel, lodging, and meals.

The instructional materials used in the initial training include our Manual, marketing and promotional materials, materials related to the operation of the point-of-sale system, and any other materials that we believe will be beneficial to our franchisees in the training process.

The training schedule and activities of the initial training program are described below:

| Subject | Hours of Classroom Training | Hours of On The Job Training | Location |
|---|---|---|---|
| Acai Express History, Mission, Vision | 1 | 0 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |

| Subject | Hours of Classroom Training | Hours of On The Job Training | Location |
|---|---|---|---|
| Overview of the Relationship with the Franchisor | 1 | 0 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Role of and relationship with the Field Consultant | 1 | 0 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Overview of the Pre-Opening Process | 2 | 0 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Site Requirements, considerations, buildout | 2 | 0 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Business Opening Tasks, including Initial Inventory, Taxes, Insurance, Bank Accounts | 2 | 0 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Grand Opening | 1 | 0 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Human Resources Overview | 1 | 0 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Customer Service | 1 | 2 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Daily Tasks | 2 | 2 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Sampling | 1 | 1 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Serving Procedures | 2 | 2 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |

| Subject | Hours of Classroom Training | Hours of On The Job Training | Location |
|---|---|---|---|
| Using the Point-of-Sale System | 2 | 4 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Acai Express Offerings | 2 | 0 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Food Prep Procedures | 2 | 8 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Food Safety and Sanitation | 2 | 1 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Cleaning and Maintenance; Facility Maintenance | 1 | 3 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Safety and Security | 1 | 2 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Managing the Customer Experience | 2 | 3 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Troubleshooting | 2 | 2 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Inventory Management and Cost Controls | 2 | 4 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Health Inspections | 1 | 1 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Operational and Franchise Reporting | 1 | 1 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |

| Subject | Hours of Classroom Training | Hours of On The Job Training | Location |
|---|---|---|---|
| Developing a Marketing Plan | 1 | 1 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Promoting Acai Express in Your Area | 1 | 1 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Logo and Signage Specifications | 1 | 1 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Advertising Requirements | 1 | 1 | Our Headquarters in San Juan, Puerto Rico, or an alternative location that we may designate |
| Franchised Business Opening | 1 | 1 | Franchise location |
| **TOTAL HOURS** | **40** | **41** | |

Our initial training program is primarily conducted by Hector F. Westerband, whose professional background is found in Item 2 of this Disclosure Document. In addition, we may rely on the expertise of certain of our employees or of our affiliates' employees to assist in providing training in certain areas. Each of our instructors has at least five years of experience in the field that is relevant to the subject taught and with us or our affiliates.

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.

We may choose to hold an annual meeting of our franchisees to provide additional training, introduce new products or changes to the System, or for other reasons. We may designate that attendance at an annual meeting is mandatory for your General Manager, the Operating Partner and/or other staff. If we conduct a franchisee meeting, you will pay a fee in the amount of $300 per person, payable to us for the cost of presenting the annual meeting which can last up to three days. You will be responsible for all of the expenses incurred by you and your attendees at the meeting, including travel, lodging, meals and wages. We will designate the location of any franchisee meeting, such as a resort hotel, but we will not designate an unreasonably expensive site.

Every year we will have a refresher training course (up to four days) at a location designated by us. You will be allowed to miss one day of the refresher training course per year. Attendance at the refresher training is mandatory for your General Manager, Operating Partner and/or other staff. You may also be required to attend a national business meeting or annual convention, for up to three days per year. We do not anticipate charging a fee for refresher training, but you will pay for all of the expenses incurred by your trainees, including travel, lodging, meals and wages.

In addition to our initial training program, the Operating Partner, your managers and any other personnel we designate must be ServSafe (or similar) certified. The cost of these certifications is not included in the initial franchise fee and we do not provide these certifications. You may need to receive periodic additional training and/or certification.

## ITEM 12
## TERRITORY

**Franchise Agreement**: Your Franchise Agreement will specify the site that will be the accepted location for your Franchised Business. Your Franchise Agreement may also specify a territory ("Designated Territory"). The size and scope of the Designated Territory will be determined according to whether the accepted location is in an urban area or in a suburban area. The minimum Designated Territory for Shops or Food Trailers that may be granted in a suburban area is a one-mile radius of the accepted location. In urban areas, defined as areas with more than one million in population, the Designated Territory will be limited to the address where the franchised Shop or Food Trailer is located. If you do not yet have a location at the signing of the Franchise Agreement, you will receive a non-exclusive site search area listed in Attachment 1. The Designated Territory is not the same area as, and will be smaller than, the site search area where you will be looking for a site. We will provide you with information regarding our classification of your site search area as urban or suburban.

In both urban and suburban areas, limitations will be placed on Food Truck locations to avoid cannibalization of Shop and Food Trailer sales:

1. Food Trucks will not be allowed to operate within one mile in suburban areas and within six city blocks in urban areas from any other Franchised Business.

2. The Franchisee will sign on to the Acai Express intranet each week and list the locations it wishes to serve that week. We will grant permission on a first-come first-serve basis.

3. We will maintain a special event or festival listing on the Franchisee intranet. The first franchisee to reserve a Food Truck location for each special event or festival will have the exclusive right to operate at that special event or festival. If the festival or special event is located within another franchisee's Designated Territory, then the occupying franchisee retains a right of first refusal ("ROFR") for that festival or special event. If the occupying franchisee chooses not to execute the ROFR, we will grant permission to the franchisee who first reserved the Food Truck location to attend the special event or festival. Any disputes regarding who will attend the event will be decided by us.

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.

During the term of the Franchise Agreement, we will not establish or operate, nor license any other person to establish or operate, a Shop, Food Truck, or Food Trailer in the Designated Territory, except as may be permitted under the Franchise Agreement and those exceptions are described below. There are no circumstances under which the Designated Territory may be altered before your Franchise Agreement expires or is terminated. Your territorial protection does not depend on you achieving a certain sales volume, market penetration, or other factor, other than compliance with the Franchise Agreement.

If, during the term of the Franchise Agreement, you wish to relocate your Franchised Business, or if the Franchised Business is damaged or destroyed and cannot be repaired within 60 days, you must submit to us in writing the materials we require to consider your request, including information concerning the

proposed new location for the Shop, Food Truck, or Food Trailer. You must also meet certain other requirements, such as being in compliance with the Franchise Agreement, the location meets our then-current requirements for an Acai Express and is located within your Designated Territory, and you must sign our then-current form of Franchise Agreement. If we permit you to relocate, you will not pay a new initial franchise fee when you sign the new Franchise Agreement. However, Franchisees that relocate their franchised business during the term of their agreement will be assessed a fee for the assistance provided by Acai Express in completing the relocation. These services will include site selection assistance, access to prototype building plans, and possibly training or other services. This fee will be $2,000 for a strip center or similar development.

Nothing in the Franchise Agreement will prohibit us from: (1) operating and/or franchising others to operate businesses identified in whole or in part by the Proprietary Marks and/or utilizing the System in the Designated Territory that are located in enclosed shopping malls; gas stations or convenience stores; transportation facilities, including airports, train stations, subways and rail and bus stations; military bases and government offices; sports facilities, including stadiums and arenas; amusement parks, zoos and convention centers; car and truck rest stops and travel centers; educational facilities; recreational theme parks; hospitals; hotels; business or industrial foodservice venues; venues in which foodservice is or may be provided by a master concessionaire or contract foodservice provider; Indian reservations; casinos; or any similar captive market location not reasonably available to you (a "Non-Traditional Site"); (2) awarding national, regional or local licenses to third parties to sell products under the Proprietary Marks in food service facilities primarily identified by the third party's trademark; (3) merchandising and distributing products identified by the Proprietary Marks in the Designated Territory through any method or channel of distribution other than through the operation of a shop or delivery services; (4) selling and distributing products identified by the Proprietary Marks in the Designated Territory to food service businesses other than food service businesses identified by the Proprietary Marks, regardless of whether the food service businesses are licensed to use the Proprietary Marks in connection with their retail sales or not; (5) selling products and services through other channels of distribution, including the internet, wholesale, mail order and catalog; (6) developing and/or owning other franchise systems for the same or similar products and services using trade names and trademarks other than the Proprietary Marks; and (7) purchasing, being purchased by, merging or combining with businesses that we deem to offer direct competition to Acai Express. We are not required to pay you any consideration if we exercise any right specified above in the Designated Territory.

If any Non-Traditional Site (as described above) is located within the physical boundaries of your Designated Territory, then the premises of this Non-Traditional Site will not be included in your Designated Territory and you will have no rights to this Non-Traditional Site. If your Franchised Business is located at a Non-Traditional Site, you will not receive a Designated Territory.

The restrictions above do not apply to Acai Express in operation, under lease or construction or other commitment to open in the Designated Territory as of the effective date of the Franchise Agreement.

Except as expressly limited above, we and our affiliates have the right to conduct any business activities, under any name, in any geographic area and at any location, regardless of the proximity to the Franchised Business or the economic effect on the Franchised Business or activities under the Franchise Agreement.

You may sell our menu items to customers who live anywhere but who choose to dine at or from your Franchised Business. You may not engage in any promotional activities or sell the proprietary products or similar products or services, whether directly or indirectly, through or on the internet, the world wide web, or any other similar proprietary or common carrier electronic delivery system; through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere; or by

telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from customers or prospective customers located anywhere. While you may place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located within your Designated Territory, and you will not be deemed to be in violation of the Franchise Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio, are viewed by prospective customers outside of your Designated Territory, you may not make any sales or deliver any products to customers located outside of your Designated Territory, unless the customer is located in an area where there is not another Acai Express in operation. You have no options, rights of first refusal, or similar rights to acquire additional franchises. You may not sell our products to any business or other customer at wholesale.

We and our affiliates may sell products under the Marks within and outside your Designated Territory through any method of distribution other than an Acai Express, including sales through channels of alternative distribution such as the internet, catalog sales, grocery stores, club stores, telemarketing or other direct marketing sales (together, "alternative distribution channels"). You may not use alternative distribution channels to make sales outside or inside your Designated Territory and you will not receive any compensation for our sales through alternative distribution channels.

We or our affiliate will fulfill all orders placed through the retail portion of our website, and you will not be entitled to any compensation or any portion of the profits received from this, even if the customer's order is generated from or delivered in your Designated Territory.

We have not yet established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark. We describe earlier in this Item 12 what we may do anywhere and at any time.

Neither we nor any parent or affiliate has established, or presently intends to establish, other franchised or company-owned businesses which sell our proprietary products or services under a different trade name or trademark, but we have the right to do so in the future, without first obtaining your consent.

**Multi-Unit Development Agreement**: Under the Multi-Unit Development Agreement we grant you the right to develop and operate the number of Acai Express Businesses in the Protected Area that is specified in the Minimum Performance Schedule, which is an attachment to the Multi-Unit Development Agreement. The Protected Area is typically described in terms of municipal or county boundaries but may be defined as a specified trade area in a municipality. The actual size of the Protected Area will vary depending upon the availability of contiguous markets, our long-range development plans, your financial and operational resources, population, and market conditions. Our designation of a particular Protected Area is not an assurance or warranty that there are a sufficient number of suitable sites for Franchised Businesses in the Protected Area for you to meet your Minimum Performance Schedule. The responsibility to locate and prepare a sufficient number of suitable sites is solely yours and we have no obligation to approve sites which do not meet our criteria for you to meet the Minimum Performance Schedule.

Your Protected Area is exclusive to you, except that if any Non-Traditional Site (as described above) is located within the physical boundaries of your Protected Area, then the premises of this Non-Traditional Site will not be included in your Protected Area, and you will have no rights to this Non-Traditional Site. Except as it relates to Non-Traditional Sites, during the term of the Multi-Unit Development Agreement, we and our affiliates will not operate or grant a franchise for the operation of Acai Express Businesses to be located within the Protected Area. However, we have the right to terminate this exclusivity if you are not in full compliance with all of the terms and conditions of the Multi-Unit Development Agreement and all of the Franchise Agreements signed under it.

Except as expressly limited by the Multi-Unit Development Agreement, we and our affiliates retain all rights with respect to Shops, Food Trucks, or Food Trailers, the Marks, and any products and services anywhere in the world including the right: (a) to produce, offer and sell and to grant others the right to produce, offer and sell the Proprietary Products, other products offered at Shops, Food Trucks or Food Trailers and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described above, both within and outside your Protected Area, and under any terms and conditions we deem appropriate; (b) to operate and to grant others the right to operate Shops, Food Trucks, or Food Trailers located outside the Protected Area under any terms and conditions we deem appropriate and regardless of proximity to your Franchised Businesses; (c) to operate and to grant others the right to operate Shops, Food Trucks or Food Trailers at Non-Traditional Sites within and outside the Protected Area under any terms and conditions we deem appropriate; and (d) the right to acquire and operate a business operating one or more restaurants or food service businesses located or operating in your Protected Area, except that these businesses will not operate using the Proprietary Marks. If a Non-Traditional Site becomes available within the Protected Area during the term of the Multi-Unit Development Agreement, we may, in our sole discretion, offer you the opportunity to develop a Shop, Food Truck, or Food Trailer at the Non-Traditional Site. You will have 30 days after we notify you that the site is available to accept this right of first refusal.

After the final Franchised Business under your Minimum Performance Schedule has opened, if we believe that it is desirable to establish additional Shops, Food Trucks, or Food Trailers within the Protected Area, and if you complied with the terms of your Multi-Unit Development Agreement and are in compliance with your Franchise Agreements, we will offer you the right to develop these additional Franchised Businesses. You must exercise this option, in full, within 60 days after our notice to you. If you do not exercise or you decline this right of first refusal, we will have the right to sell these development rights to another multi-unit developer or to develop the Shops, Food Trucks, or Food Trailers ourselves.

To maintain your exclusive rights under the Multi-Unit Development Agreement you must have open and in operation the cumulative number of Franchised Businesses stated on the Minimum Performance Schedule by the dates agreed upon in the Minimum Performance Schedule. Failure to do so will be grounds for either (a) loss of exclusivity in the Protected Area, or (b) termination of the Multi-Unit Development Agreement.

Upon the expiration of the term of the Multi-Unit Development Agreement, which is when the last Franchised Business to be developed within the Protected Area opens for business, your development rights under the Multi-Unit Development Agreement with respect to the exclusive Protected Area will terminate and we and our affiliates will have the right to operate and to grant to others development rights and franchises to develop and operate Shops, Food Trucks, or Food Trailers within the Protected Area. This right will be subject only to the territorial rights under your franchise agreements for your Franchised Businesses in the Protected Area and the right of first refusal described above. The Protected Area may not be altered unless we and you mutually agree to do so. It will not be affected by your sales volume. You are not granted any other option, right of first refusal, or similar right to acquire additional Shops, Food Trucks, or Food Trailers in your Protected Area under the Multi-Unit Development Agreement, except as described above.

## ITEM 13
## TRADEMARKS

The Franchise Agreement grants you the right to use certain trademarks, trade names, service marks, symbols, emblems, logos and indicia of origin designated by us. These Marks may be used only in the manner we authorize and only for the operation of your Franchised Business. The Multi-Unit Development Agreement does not grant to you any right to use the Marks.

You may not use the Marks as a part of your corporate or other legal name, and you must comply with our instructions in filing and maintaining trade name or fictitious name registrations. You must sign any documents we require to protect the Marks or to maintain their continued validity and enforceability. In addition, you may not directly or indirectly contest the validity of our ownership of or our rights in and to the Marks.

We have registered the following trademarks with the United States Patent and Trademark Office ("USPTO"):

| Mark | Registration Date | Registration Number | Register |
|---|---|---|---|
| | January 27, 2015 | 4,678,132 | Principal |
| | February 12, 2019 | 5,676,640 | Principal |

There are no agreements currently in effect which limit our right to use or to license others to use the Marks. We intend to file all required affidavits and other documents when due to maintain our interests in and to the Marks.

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings and no pending litigation involving any of the Marks that may significantly affect the ownership or use of any Mark listed above. There are no agreements currently in effect which limit our right to use or to license others to use the Marks.

You must immediately notify us of any apparent infringement of the Marks or challenge to your use of any of the Marks or claim by any person of any rights in any of the Marks. You and your Principals are not permitted to communicate with any person other than us, or any designated affiliate, our counsel and your counsel involving any infringement, challenge or claim. We can take action and have the right to exclusively control any litigation or USPTO or other administrative or agency proceeding caused by any infringement, challenge or claim or otherwise relating to any of the Marks, including any settlement. You must sign any and all documents, and do what may, in our counsel's opinion, be necessary or advisable to protect our interests in any litigation or USPTO or other administrative or agency proceeding or to otherwise protect and maintain our interests and the interests of any other person or entity (including any affiliate) having an interest in the Marks.

We do not know of either superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks in the state where your Franchised Business will be located. You must immediately notify us of any apparent infringement of the Marks or challenge to your use of any of the Marks or claim by any person of any rights in any of the Marks. You and your Principals are not permitted to communicate with any person other than us, or any designated affiliate, our counsel and your counsel involving any infringement, challenge or claim. We can take action and have the right to exclusively control

any litigation or USPTO or other administrative or agency proceeding caused by any infringement, challenge or claim or otherwise relating to any of the Marks. You must sign any and all documents, and do what may, in our counsel's opinion, be necessary or advisable to protect our interests in any litigation or USPTO or other administrative or agency proceeding or to otherwise protect and maintain our interests and the interests of any other person or entity (including any affiliate) having an interest in the Marks.

We will indemnify you against and reimburse you for all damages for which you are held liable for your use of any of the Marks, provided that the conduct of you and your Principals in the proceeding and use of the Marks is in full compliance with the terms of the Franchise Agreement.

Except as provided above, we are not obligated by the Franchise Agreement to protect any rights granted to you to use the Marks or to protect you against claims of infringement or unfair competition with respect to them. Although we are not contractually obligated to protect the Marks or your right to use them, as a matter of corporate policy we intend to defend the Marks vigorously.

If it becomes advisable at any time in our sole discretion, we may require you, at your expense, to discontinue or modify your use of any of the Marks or to use one or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin if we determine that an addition or substitution will benefit the System. You must comply with our directions within a reasonable period of time after receiving notice. We will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Marks or for any expenditures you make to promote a modified or substitute trademark or service mark.

The license to use the Marks granted in the Franchise Agreement is non-exclusive to you. We have and retain certain rights in the Marks including the following:

1. To grant other licenses for the use of the Marks in addition to those licenses already granted or to be granted to franchisees;

2. To develop and establish other systems using the Marks or other names or marks, and to grant licenses or franchises in those systems without providing any rights to you; and

3. To engage, directly or indirectly, at wholesale, retail or otherwise, in (a) the production, distribution, license and sale of products and services and (b) the use of the Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics we may develop for that purpose.

## ITEM 14
## PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

**Patents and Copyrights**: We do not have an ownership interest in any patents or registered copyrights that are material to the franchise.

**Confidential Manuals**: You must operate the Franchised Business in accordance with the standards and procedures specified in the Manual. One copy of the Manual will be loaned to you by us for the term of the Franchise Agreement. We may, instead of providing you with a hard copy of the Manual, make our Manual available electronically via a password protected intranet.

You must treat the Manual and any other manuals we create or approve for use in your operation of your Acai Express, and the information contained in them, as confidential. You must also use all reasonable efforts to maintain this information as secret and confidential and you must not duplicate, copy,

record or otherwise reproduce these materials, in whole or in part, or make them available to any unauthorized person. The Manual remains our sole property and must be kept in a secure place on the Acai Express premises.

We may revise the contents of the Manual and you must comply with each new or changed standard. You must also ensure that the Manual is kept current at all times. If there is a dispute regarding the contents of the Manual, the terms of the master copy maintained by us at our home office will be controlling.

**Confidential Information**: We claim proprietary rights in certain of our recipes which are included in the Manual and which are our trade secrets. Any and all information, knowledge, know-how and techniques related to the System that we communicate to you, including the Manual, plans and specifications, marketing information and strategies and site evaluation, selection guidelines and techniques, recipes, and the terms of your agreement with us, are considered confidential. You and each of your Principals are prohibited, during and after the term of your Agreement, from communicating, or using for the benefit of any other person or entity, and, after the term of your Agreement, from using for your or their own benefit, any confidential information, knowledge or know-how concerning the methods of operation of the Franchised Business that may be communicated to you or any of your Principals or that you may learn about. You and each of your Principals may divulge this confidential information only to your employees who must have access to it to operate the Shop, Food Truck or Food Trailer. Neither you nor your Principals are permitted at any time, without first obtaining our written consent, to copy, record or otherwise reproduce the materials or information nor make them available to any unauthorized person. You must have your General Manager and any of your personnel who have received or will have access to confidential information sign similar confidentiality covenants.

If you, your Principals, General Manager or employees develop any new concept, process or improvement in the operation or promotion of the Franchised Business you must promptly notify us and give us all necessary information, free of charge. You, your Principals, General Manager and employees must acknowledge that any of these concepts, processes or improvements will become our property and we may give the information to other franchisees.

## ITEM 15
## OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must designate one of the Principals as the "Operating Partner". The Operating Partner must be a 10% equity owner and be responsible for the general oversight and management of the Franchised Business on your behalf. If you sign the Franchise Agreement as an individual, you will be the Operating Partner. You must have an Operating Partner in place at all times that has satisfactorily completed our initial training. When you sign your agreement, you must also designate, and retain at all times, an individual to serve as the "General Manager". The General Manager must be responsible for the supervision and management of the Franchised Business and must devote full time and best efforts to this activity. The General Manager must satisfy our educational and business experience criteria as provided to you in the Manual or other written instructions, must be individually acceptable to us, must satisfy the applicable training requirements in the Franchise Agreement and must be approved by us to act as a General Manager. If the General Manager cannot serve in the position or does not meet the requirements, he or she must be replaced within 30 days after the General Manager stops serving or no longer meets the requirements.

You must also retain other personnel as needed to operate and manage the Franchised Business. The General Manager and all other personnel who will have access to our proprietary and confidential

information and training must sign our Confidentiality and Non-Competition which is attached to our Franchise Agreement as Attachment 4. We will be a third-party beneficiary of each agreement with the independent right to enforce the agreement's terms. We have the right, in our discretion, to decrease the period of time or geographic scope of the non-competition covenants contained in the attachment or eliminate the non-competition covenants altogether for any party that must sign an agreement as described in this paragraph.

If your Franchised Business is owned by an entity, all owners of the entity, including the Operating Partner, must personally sign the Franchise Agreement as a Principal. If you are a married individual, your spouse must sign our Spousal Guaranty which is attached to our Franchise Agreement as Attachment 9.

## ITEM 16
## RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale all menu items, food products, merchandise, and other products and services we require, in the manner and style we require. You must sell and offer for sale only the menu items, products and services that we have expressly approved in writing. You must not deviate from our standards and specifications without first obtaining our written consent. You must discontinue selling and offering for sale any menu items, products or services that we may disapprove in writing at any time. We have the right to change the types of menu items, products and services offered by you at the Shop, Food Truck, or Food Trailer at any time, and there are no limits on our right to make those changes.

You must maintain in sufficient supply and use and sell only the food and beverage items, ingredients, merchandise, other products, materials, supplies, and paper goods that conform to our standards and specifications. You must prepare all menu items according to our recipes and procedures for preparation contained in the Manual or other written instructions, including the measurements of ingredients. You must not deviate from our standards and specifications by the use or offer of nonconforming items or differing amounts of any items, without first obtaining our written consent.

You must keep the Franchised Business very clean and maintain it in good repair and condition. You must make any additions, alterations, repairs and replacements, including repainting or replacement of obsolete signs, furnishings, equipment, and décor as we may reasonably direct. You must not make any changes to the premises without obtaining our written consent before you make the changes. You must obtain and pay for any new or additional equipment, including point of sale, computer hardware and software, fixtures, supplies and other products and materials that you must have to offer and sell new menu items from the Shop, Food Truck, or Food Trailer.

We may designate the maximum prices for the goods, products and services offered from your Franchised Business, where permitted by applicable law, and you must comply with our pricing requirements. We make no guarantees or warranties that offering the products or merchandise at the required price will enhance your sales or profits.

You may not use alternative distribution channels to make sales outside or inside your Designated Territory. We or our affiliate will fulfill all orders placed through the retail portion of our website, and you will not be entitled to any compensation or any portion of the profits received from this, even if the customer's order is generated from or delivered in your Designated Territory. You may sell our menu items to customers who live anywhere but who choose to dine at or from your Franchised Business. You may not engage in any promotional activities or sell the proprietary products or similar products or services, whether directly or indirectly, through or on the internet, the world wide web, or any other similar proprietary or common carrier electronic delivery system; through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere; or by telecopy or other telephonic or

electronic communications, including toll-free numbers, directed to or received from customers or prospective customers located anywhere.

While you may place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located within your Designated Territory, and you will not be deemed to be in violation of the Franchise Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio, are viewed by prospective customers outside of your Designated Territory, you may not make any sales or deliver any products to customers located outside of your Designated Territory, unless the customer is located in an area where there is not another Acai Express in operation. If we permit you to provide delivery services from your Shop or Food Trailer, you cannot offer delivery services outside your Designated Territory. You may not directly solicit customers outside of your Designated Territory. You may not sell our products to any business or other customer at wholesale. We do not impose any other restrictions in the Franchise Agreement or otherwise, as to the goods or services that you may offer or sell or as to the customers to whom you may offer or sell.

## 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 | Section in Franchise Agreement | Summary |
|---|---|---|
| a. Length of the franchise term | 3.1 | Term expires ten years from the date the Franchised Business opens unless terminated earlier |
| b. Renewal or extension of the term | 3.2 | Two subsequent additional terms of ten years each |
| c. Requirements for franchisee to renew or extend | 3.2 | Successor terms are granted automatically. Within the last six months of the term of your Franchise Agreement, we will send you a bill for the successor agreement fee as well as any documents that you must sign for the successor term, which may include a successor Franchise Agreement and a release. If you do not wish to sign a successor agreement, you must provide us with notice of this election no later than 60 days before your agreement expires. If you do not pay the successor agreement fee and sign the documents we require, your agreement will not be extended for a successor term.<br><br>You may be asked to sign a contract with materially different terms and |

| Provision | Section in Franchise Agreement | Summary |
|---|---|---|
| | | conditions than your original contract, but the boundaries of your territory will remain the same, and the fees in the successor agreement will not be greater than the fees that we then impose on similarly situated franchisees with successor agreements. |
| d. Termination by franchisee | None | You may seek termination upon any grounds available by state law. |
| e. Termination by franchisor without cause | Not applicable | The Franchise Agreement will terminate upon your death or permanent disability and the Franchised Business must be transferred within six months to a replacement franchisee that we approve. |
| f. Termination by franchisor with cause | 17.1.1 | Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination |
| g. "Cause" defined – curable defaults | 17.1.3 and 17.2 | We may terminate you for cause if you fail to cure certain defaults, including: if you or any of your affiliates fail to pay any monies owed to us, or our affiliates or vendors, and do not cure within five days after notice (or longer period required), fail to obtain signed copies of the confidentiality and non-competition covenants contained in the Franchise Agreement within five days after a request, fail to obtain and maintain required insurance within seven days after notice, use the Marks in an unauthorized manner and fail to cure within 24 hours after notice, fail to cure any other default that is susceptible of cure within 30 days after notice |
| h. "Cause" defined – non-curable defaults | 17.1.2 and 17.1.3 | We may terminate you for cause if you fail to cure certain defaults, including: if you become insolvent, make a general assignment for benefit of creditors, file a petition or have a petition initiated against you under federal bankruptcy laws, have outstanding judgments against you for over 30 days, sell unauthorized products or services, fail to find an accepted location within time |

| Provision | Section in Franchise Agreement | Summary |
|---|---|---|
| | | required, fail to remodel when required, fail to open Franchised Business when required, fail to comply with any term and condition of any sublease or related agreement and have not cured the default within the given cure period, abandon or lose right to the Franchised Business' premises, are convicted of a felony or other crime that may have an adverse effect on the System or Marks, transfer any interest without our consent or maintain false books or records. In addition, a default under one agreement with us may result in a termination of all of your other agreements with us. This is known as a cross-default provision. |
| i. Franchisee's obligations on termination/non-renewal | 18 | Obligations include: You must stop operating the Shop, Food Truck, or Food Trailer and using the Marks and System and completely de-identify the business, pay all amounts due to us or our affiliates, return the Manual and all other proprietary materials, comply with confidentiality requirements, pay liquidated damages, and at our option, sell or assign to us your rights in the Franchised Business' premises and the equipment and fixtures used in the business |
| j. Assignment of contract by Franchisor | 14.1 | We have the right to transfer or assign the Franchise Agreement to any person or entity without restriction. However, no assignment will be granted except to an assignee who, in our good faith judgment, is willing and able to assume our obligations |
| k. "Transfer" by franchisee – defined | 14.2.1 | Includes sale, assignment, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Franchised Business or you (if you are not a natural person) |
| l. Franchisor approval of transfer by franchisee | 14.2.2 | You must obtain our consent before transferring any interest. We will not unreasonably withhold our consent |

| Provision | Section in Franchise Agreement | Summary |
|---|---|---|
| m. Conditions for franchisor approval of transfer | 14.2.2 | Conditions include: You must pay all amounts due us or our affiliates, not otherwise be in default, sign a general release, and pay a transfer fee. Transferee must meet our criteria, complete training to our satisfaction and sign current Franchise Agreement |
| n. Franchisor's right of first refusal to acquire franchisee's business | 14.4 | Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and conditions |
| o. Franchisor's option to purchase franchisee's business | 18.11 | Upon termination or expiration of the Franchise Agreement, we have the right to purchase all or a portion of the assets of the Franchised Business |
| p. Death or disability of franchisee | 14.5 | The Franchise Agreement will terminate upon your death or permanent disability, and the Franchised Business must be transferred within six months to a replacement franchisee that we approve. |
| q. Non-competition covenants during the term of the franchise | 10.3.1 | You are prohibited from operating or having an interest in a similar business without our prior written consent |
| r. Non-competition covenants after the franchise is terminated or expires | 10.3.2 | You and your Principals are prohibited for two years from expiration or termination of the franchise from operating or having an interest in a similar business within five miles of any Shop, Food Truck, or Food Trailer in the System. |
| s. Modification of the agreement | 10.1.5 and 19.2 | The Franchise Agreement may not be modified unless mutually agreed to in writing. You must comply with Manual as amended |
| t. Integration/merger clause | 19.2 | Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. |
| u. Dispute resolution by arbitration or mediation | 19.7, 19.8, 19.9, 19.10 and 19.11 | Mediation and arbitration in the Commonwealth of Puerto Rico, subject to applicable state and federal law |

| Provision | Section in Franchise Agreement | Summary |
|---|---|---|
| v. Choice of forum | 19.8 | San Juan, Puerto Rico, subject to applicable state and federal law |
| w. Choice of law | 19.8 | The Commonwealth of Puerto Rico subject to applicable state and federal law |

**THE MULTI-UNIT DEVELOPER RELATIONSHIP**

| Provision | Section in Multi-Unit Development Agreement | Summary |
|---|---|---|
| a. Length of the franchise term | 6 | Length of the Minimum Performance Schedule |
| b. Renewal or extension of the term | 5 | After all Franchised Businesses have been developed, we will negotiate in good faith another Multi-Unit Development Agreement |
| c. Requirements for Area Developer to renew or extend | Not applicable | Not applicable |
| d. Termination by Area Developer | Not applicable | You may seek termination upon any grounds available by state law. |
| e. Termination by franchisor without cause | Not applicable | Not applicable |
| f. Termination by franchisor with cause | 9 | We can terminate if you commit any one of several listed violations |
| g. "Cause" defined – curable defaults | 9 | If you use the Marks or System without our consent; participating in a competing business; failure to pay money to us when due; you begin developing a Shop, Food Truck, or Food Trailer before all of your pre-development obligations are met; failure to obtain our consent when required; you open any Franchised Business before a Franchise Agreement for that Shop, Food Truck, or Food Trailer has been signed |
| h. "Cause" defined – non-curable defaults | 9 | Failure to meet your minimum performance schedule; failure to comply with applicable laws; if all of your Franchised Businesses stop operating; unauthorized transfer; you make a |

| Provision | Section in Multi-Unit Development Agreement | Summary |
|---|---|---|
| | | material misrepresentation to us; conviction of you of an indictable offense; bankruptcy or insolvency; if a Franchise Agreement with us is terminated according to its terms (this is a cross-default provision) |
| i. Multi-unit developer's obligations on termination/ non-renewal | 10 | You must stop selecting sites for Franchised Businesses, and you may not open any more Shops, Food Trucks, or Food Trailers |
| j. Assignment of contract by franchisor | 11 | No restriction on our right to assign. However, no assignment will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Multi-Unit Development Agreement |
| k. "Transfer" by multi-unit developer – defined | 11 | Includes transfer of any interest in the Multi-Unit Development Agreement |
| l. Franchisor approval of transfer by multi-unit developer | 11 | We have the right to approve all transfers, our consent not to be unreasonably withheld |
| m. Conditions for franchisor approval of transfer | 11 | Conditions for transfer include not being in default, at least 25% of all Franchised Businesses required to be developed are open or under construction, all debts are paid, the buyer meets our current criteria for new multi-unit developers, execution of a general release (where legal), payment of transfer fee, buyer personally guarantees all obligations |
| n. Franchisor's right of first refusal to acquire multi-unit developer's business | 11 | We have the right to match the offer |
| o. Franchisor's option to purchase multi-unit developer's business | Not applicable | Not applicable |
| p. Death or disability of multi-unit developer | 11 | Interest must be transferred to an approved party within six months |

| Provision | Section in Multi-Unit Development Agreement | Summary |
|---|---|---|
| q. Non-competition covenants during the term of the franchise | 12 | You are prohibited from operating or having an interest in a similar business without our prior written consent, except for Shops, Food Trucks, or Food Trailers operated under Franchise Agreements with us |
| r. Non-competition covenants after the franchise is terminated or expires | 12 | No competing business for two years and within five miles of any Shop, Food Truck, or Food Trailer in the System |
| s. Modification of the agreement | 18 | Multi-Unit Development Agreement may not be modified unless mutually agreed to in writing |
| t. Integration/merger clause | 18 | Only the terms of the Multi-Unit Development Agreement are binding (subject to state law). Any representations or promises outside the disclosure document and Multi-Unit Development Agreement may not be enforceable. |
| u. Dispute resolution by arbitration or mediation | 19 | Mediation and arbitration in the Commonwealth of Puerto Rico, subject to applicable state and federal law |
| v. Choice of forum | 19 | San Juan, Puerto Rico, subject to applicable state and federal law |
| w. Choice of law | 18 | The Commonwealth of Puerto Rico subject to applicable state and federal law |

## ITEM 18
## PUBLIC FIGURES

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

## ITEM 19
## FINANCIAL PERFORMANCE REPRESENTATIONS

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

**These outlets have earned these amounts. Your individual results may differ. There is no assurance that you'll earn as much.**

## AFFILIATE-OPERATED ACAI EXPRESS UNITS

The following table represents the Gross Sales for 2020 (where applicable) and 2021 for our six affiliate-owned Acai Express businesses that were open and operating for the full calendar year 2021.

| Affiliate Operated Acai Express Units<br>Gross Sales 2020 and 2021 | | | | |
|---|---|---|---|---|
| **Location** | **Type of Acai Express** | **Gross Sales for 2020** | **Gross Sales for 2021** | **Square Footage** |
| *Cupey* | Food Trailer | $619,558 | $719,138 | 8 x 16 Square Feet |
| *Plaza Centro* | Food Trailer | $604,640 | $670,565 | 8 x 16 Square Feet |
| *Bayamón* | Food Trailer | $683,164 | $980,957 | 7 x 12 Square Feet |
| *Punta Las Marías* | Food Trailer | $561,009 | $816,550 | 8 x 16 Square Feet |
| *Fajardo* | Food Trailer | $418,917 | $543,780 | 8 x 20 Square Feet |
| *Guayama* | Food Trailer | n/a | $641,582 | 8.6 x 24 Square Feet |

## FRANCHISEE-OPERATED ACAI EXPRESS UNITS

For the calendar year 2021, we had 28 franchisee-owned Acai Express businesses open and operating. We have excluded the performance of six locations (Ponce-Coto Laurel, Anasco, 65 de Infanteria, Dorado, San German, and Hartsville) because these locations opened in 2021 and would not present a full twelve months of Gross Sales. The following table represents the Gross Sales for 2020 (where applicable) and 2021 for our 22 franchisee-owned Acai Express businesses that were open and operating for the full calendar year 2021.

| Franchisee Operated Acai Express Units<br>Gross Sales 2020 and 2021 | | | | |
|---|---|---|---|---|
| **Location** | **Type of Acai Express** | **Gross Sales for 2020** | **Gross Sales for 2021** | **Square Footage** |
| *Borinque Tower* | Food Trailer | $393,240 | $457,842 | 8 x 16 Square Feet |
| *Barrio Mamey/Gurabo* | Food Trailer | $543,639 | $644,952 | 8 x 16 Square Feet |
| *Caguas Sur* | Food Trailer | $459,309 | $656,167 | 8 x 16 Square Feet |
| *Cocoa Beach* | Shop | $217,105 | $266,197 | 600 Square Feet |
| *Hato Rey* | Food Trailer | $436,376 | $496,101 | 8 x 16 Square Feet |
| *Las Piedras* | Food Trailer | $771,840 | $888,592 | 8 x 24 Square Feet |
| *Montehiedra* | Food Trailer | $576,335 | $642,710 | 8 x 16 Square Feet |
| *Ponce Towne Center* | Food Trailer | $588,538 | $799,676 | 8 x 20 Square Feet |
| *Reparto Metropolitano* | Food Trailer | $426,566 | $539,294 | 8 x 16 Square Feet |
| *Villa Fontana* | Food Trailer | $760,850 | $828,530 | 8 x 16 Square Feet |
| *Humancao* | Food Trailer | $470,695 | $588,567 | 8 x 16 Square Feet |
| *Canovanas* | Food Trailer | $450,003 | $558,904 | 8 x 16 Square Feet |
| *Rockaway Town Plaza* | Shop | $186,732 | $266,197 | 800 Square Feet |

| Franchisee Operated Acai Express Units<br>Gross Sales 2020 and 2021 | | | | |
|---|---|---|---|---|
| **Location** | **Type of Acai Express** | **Gross Sales for 2020** | **Gross Sales for 2021** | **Square Footage** |
| *College Park* | Food Trailer | $748,507 | $822,111 | 8 x 16 Square Feet |
| *Rio Grande* | Food Trailer | n/a | $450,212 | 8 x 20 Square Feet |
| *Caguas/Condado Moderno* | Food Trailer | n/a | $371,378 | 8 x 20 Square Feet |
| *Los Colobos* | Shop | n/a | $506,025 | 800 Square Feet |
| *Florence* | Shop | n/a | $390,887 | 1,200 Square Feet |
| *Santa Rosa* | Food Trailer | n/a | $375,448 | 8 x 16 Square Feet |
| *Garden Hills* | Food Trailer | n/a | $502,363 | 8 x 16 Square Feet |
| *Arecibo* | Shop | n/a | $584,040 | 800 Square Feet |
| *Plaza Encantada* | Shop | n/a | $625,559 | 1,200 Square Feet |

Gross Sales is defined as total revenues from the sales of goods and services minus sales tax. These historical financial performance representations do not reflect the costs of sales, operating expenses, royalty fees, advertising fees or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating an Acai Express Shop, Food Truck, or Food Trailer. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

These Shops, Food Trucks, and Food Trailers offered the same products and services to the public as you will. The Shops, Food Trucks and Food Trailers report Gross Sales information to us based upon a uniform reporting system. The information presented above has not been audited. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, Acai Express Franchising Inc. does not make any representations. 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 Hector Westerband at Urb. Caribe #1569 Calle Alda, Suite 302, San Juan, Puerto Rico, 00926, and (787)940-0998, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20
## OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1**
**Systemwide Outlet Summary**
**For years 2019, 2020, 2021**

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---|---|---|---|---|
| Franchised | 2019 | 11 | 14 | +3 |
| | 2020 | 14 | 22 | +8 |
| | 2021 | 22 | 28 | +6 |

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---|---|---|---|---|
| Company-Owned* | 2019 | 5 | 6 | +1 |
| | 2020 | 6 | 6 | 0 |
| | 2021 | 6 | 6 | 0 |
| **Total Outlets** | **2019** | **16** | **20** | **+4** |
| | **2020** | **20** | **28** | **+8** |
| | **2021** | **28** | **34** | **+6** |

*The Company-Owned Outlets reflected in the chart above are owned and operated by our affiliates.

**Table No. 2**
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**
**For years 2019, 2020, 2021**

| State | Year | Number of Transfers |
|---|---|---|
| None | 2019 | 0 |
| | 2020 | 0 |
| | 2021 | 0 |
| **Total** | **2019** | **0** |
| | **2020** | **0** |
| | **2021** | **0** |

**Table No. 3**
**Status of Franchised Outlets**
**For years 2019, 2020, 2021**

| State | Year | Outlets at Start of Year | Outlets Opened | Termina-tions | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| Florida | 2019 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| New Jersey | 2019 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| South Carolina | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |

| State | Year | Outlets at Start of Year | Outlets Opened | Termina-tions | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| Puerto Rico | 2019 | 10 | 2 | 0 | 0 | 0 | 0 | 12 |
| | 2020 | 12 | 7 | 0 | 0 | 0 | 0 | 19 |
| | 2021 | 19 | 5 | 0 | 0 | 0 | 0 | 24 |
| **Total** | **2019** | **11** | **3** | **0** | **0** | **0** | **0** | **14** |
| | **2020** | **14** | **8** | **0** | **0** | **0** | **0** | **22** |
| | **2021** | **22** | **6** | **0** | **0** | **0** | **0** | **28** |

**Table No. 4**
**Status of Company-Owned Outlets**
**For years 2019, 2020, 2021**

| 5State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|
| Puerto Rico | 2019 | 5 | 1 | 0 | 0 | 0 | 6 |
| | 2020 | 6 | 1 | 0 | 0 | 1 | 6 |
| | 2021 | 6 | 0 | 0 | 0 | 0 | 6 |
| **Total** | **2019** | **5** | **1** | **0** | **0** | **0** | **6** |
| | **2020** | **6** | **1** | **0** | **0** | **1** | **6** |
| | **2021** | **6** | **0** | **0** | **0** | **0** | **6** |

The Outlets in the above chart are owned and operated by our affiliates.

**Table No. 5**
**Projected Openings as of December 31, 2021**

| States | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company-Owned Outlets in the Next Fiscal Year |
|---|---|---|---|
| Colorado | 1 | 0 | 0 |
| Florida | 3 | 2 | 0 |
| North Carolina | 1 | 0 | 0 |
| South Carolina | 1 | 5 | 0 |
| Puerto Rico | 23 | 10 | 3 |
| **Total** | **29** | **17** | **3** |

A list of the names of all franchisees and multi-unit developers and the addresses and telephones numbers of their franchises will be provided in Exhibit D to this disclosure document when applicable.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee or multi-unit developer who had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the applicable Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document will be listed on Exhibit D to this disclosure document when applicable. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

During the last three fiscal years, we have not any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Acai Express System.

There are no trademark-specific organizations formed by our franchisees that are associated with the Acai Express System.

## ITEM 21
## FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit A are our audited financial statements for the fiscal years ended December 31, 2021, December 31, 2020, and December 31, 2019.

Our fiscal year end is December 31st.

## ITEM 22
## CONTRACTS

Attached as Exhibits to this Disclosure Document are the following contracts and their attachments:

| | | |
|---|---|---|
| 1. | Multi-Unit Development Agreement | Exhibit B |
| 2. | Franchise Agreement | Exhibit C |
| 3. | Form of General Release | Exhibit H |

## ITEM 23
## RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document. Please return one signed copy to us and retain the other for your records.

**Exhibit A to the**
**Acai Express Franchising Inc. Franchise Disclosure Document**

# FINANCIAL STATEMENTS

# ACAI EXPRESS FRANCHISING INC.

FINANCIAL REPORT

AS OF DECEMBER 31, 2021

**ACAI EXPRESS FRANCHISING INC.**

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REESE
CPA LLC

**Independent Auditor's Report**

To the Stockholder
Acai Express Franchising Inc.
San Juan, Puerto Rico

We have audited the accompanying financial statements of Acai Express Franchising Inc. which comprise of the balance sheets as of December 31, 2021 and 2020 and the related statements of operations, changes in stockholder's equity and cash flows, for the years ended December 31, 2021, 2020 and 2019 and the related notes to the financial statements.

***Management's Responsibility for the Financial Statements***

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

***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion the financial statements referred to in the first paragraph above present fairly, in all material respects, the financial position of Acai Express Franchising Inc. as of December 31, 2021 and 2020 and the results of its operations and its cash flows for years ended December 31, 2021, 2020 and 2019 in accordance with accounting principles generally accepted in the United States of America.

Reese CPA LLC

Denver, Colorado
April 8, 2022

**ACAI EXPRESS FRANCHISING INC.**
**BALANCE SHEET**
**DECEMBER 31, 2021 AND 2020**

| | 2021 | 2020 |
|---|---|---|
| **ASSETS:** | | |
| **CURRENT ASSETS** | | |
| Cash and equivalents | $ 1,117,976 | $ 713,271 |
| Accounts receivable | 37,855 | 22,136 |
| Due from related party | 9,182 | 41,418 |
| Inventory | 2,715 | 2,769 |
| Deferred franchise costs | 9,040 | 7,600 |
| Prepaid assets | 24,653 | 21,544 |
| **TOTAL CURRENT ASSETS** | 1,201,421 | 808,738 |
| **NON-CURRENT ASSETS** | | |
| Property and equipment, net | 110,167 | 47,497 |
| Deferred franchise costs, non-current portion | 68,862 | 64,342 |
| **TOTAL ASSETS** | $ 1,380,450 | $ 920,577 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY:** | | |
| **CURRENT LIABILITIES** | | |
| Accounts payable | $ 49,895 | $ 31,540 |
| Accrued liabilities | 115,869 | 103,268 |
| Taxes payable | 133 | 31,290 |
| Deferred revenue | 280,527 | 124,214 |
| **TOTAL CURRENT LIABILITIES** | 446,424 | 290,312 |
| **NON-CURRENT LIABILITES** | | |
| Deferred revenue, non-current portion | 378,893 | 277,706 |
| Note Payable | - | 28,200 |
| **TOTAL LIABILITIES** | 825,317 | 596,218 |
| **SHAREHOLDER'S EQUITY** | | |
| Common stock: $1 par value, 100,000 shares authorized, 0 shares issued and outstanding | - | - |
| Retained earnings | 555,133 | 324,359 |
| **TOTAL SHAREHOLDER'S EQUITY** | 555,133 | 324,359 |
| **TOTAL LIABILITIES & SHAREHOLDER'S EQUITY** | $ 1,380,450 | $ 920,577 |

The accompanying notes are an integral part of these financial statements.

**ACAI EXPRESS FRANCHISING INC.**
**STATEMENT OF OPERATIONS AND SHAREHOLDER'S EQUITY**
**FOR THE YEARS ENDED DECEMBER 31, 2021, 2020 AND 2019**

| | 2021 | 2020 | 2019 |
|---|---|---|---|
| **REVENUES** | | | |
| Franchise fees | $ 56,250 | $ 33,125 | $ 17,500 |
| Royalty and other fees | 1,087,256 | 691,013 | 245,431 |
| Management fees | - | - | 122,400 |
| Brand fund fees | 223,045 | 174,403 | 130,643 |
| Product sales | 259,851 | 109,221 | 36,141 |
| **TOTAL REVENUES** | 1,626,402 | 1,007,762 | 552,115 |
| **COST OF GOODS SOLD** | 166,369 | 63,358 | 29,832 |
| **GROSS PROFIT** | 1,460,033 | 944,404 | 522,283 |
| **OPERATING EXPENSES** | | | |
| Franchise-related costs | 28,176 | 7,710 | 15,639 |
| Payroll | 288,035 | 188,356 | 139,809 |
| Advertising and promotion | 226,045 | 174,403 | 153,553 |
| General and administrative | 128,581 | 59,568 | 26,344 |
| Professional fees | 67,006 | 51,022 | 59,598 |
| Management fees | 350,000 | 256,000 | |
| Depreciation | 31,483 | 22,621 | 11,633 |
| **TOTAL OPERATING EXPENSES** | 1,119,326 | 759,680 | 406,576 |
| **OPERATING INCOME** | 340,707 | 184,724 | 115,707 |
| **OTHER INCOME (EXPENSE)** | | | |
| Interest income (expense) | - | 5 | (49) |
| PPP/Grant income | 28,200 | 6,500 | - |
| **INCOME BEFORE INCOME TAXES** | 368,907 | 191,229 | 115,658 |
| **INCOME TAX EXPENSE** | 138,133 | 67,657 | 51,730 |
| **NET INCOME** | 230,774 | 123,572 | 63,928 |
| **SHAREHOLDER'S EQUITY - BEGINNING** | 324,359 | 251,593 | 187,665 |
| **IMPLEMENTATION OF ACCOUNTING STANDARD** | - | (50,806) | - |
| **SHAREHOLDER'S EQUITY - ENDING** | $ 555,133 | $ 324,359 | $ 251,593 |

The accompanying notes are an integral part of these financial statements.

**ACAI EXPRESS FRANCHISING INC.**
**STATEMENT OF CASH FLOWS**
**FOR THE YEARS ENDED DECEMBER 31, 2021, 2020 AND 2019**

| | 2021 | 2020 | 2019 |
|---|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | | |
| Net income | $ 230,774 | $ 123,572 | $ 63,928 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | | |
| Recognition of deferred franchise revenue | (56,250) | (33,125) | (17,500) |
| Recognition of deferred franchise fees | 8,440 | 3,008 | 8,000 |
| Depreciation | 31,483 | 22,621 | 11,633 |
| Changes in operating assets and liabilities that provided (used) cash: | | | |
| Accounts receivable | (15,719) | 935 | 49,302 |
| Related party receivable | 32,236 | 26,304 | (11,928) |
| Inventory | 54 | 997 | (3,766) |
| Prepaid taxes | - | - | 6,553 |
| Prepaid assets | (3,109) | (20,798) | 3,250 |
| Deferred franchise fees | (14,400) | (68,000) | - |
| Accounts payable | 18,355 | 7,205 | (26,025) |
| Accrued liabilities | 12,601 | 92,420 | - |
| Taxes payable | (31,157) | 31,290 | - |
| Deferred franchise revenue | 175,000 | 221,500 | 37,500 |
| Deferred marketing revenue | 138,750 | 40,166 | 4,637 |
| Net cash provided by in operating activities | 527,058 | 448,095 | 125,584 |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | | | |
| Purchase of equipment | (95,780) | (11,911) | (59,684) |
| Disposal of asset | 1,627 | - | - |
| Net cash used in investing activities | (94,153) | (11,911) | (59,684) |
| **CASH FLOWS FROM FINANCING ACTIVITIES** | | | |
| Issuance of long-term debt | (28,200) | 28,200 | - |
| Net cash provided by financing activities | (28,200) | 28,200 | - |
| **NET INCREASE IN CASH** | 404,705 | 464,384 | 65,900 |
| **CASH, beginning of year** | 713,271 | 248,887 | 182,987 |
| **CASH, end of year** | $ 1,117,976 | $ 713,271 | $ 248,887 |
| **SUPPLEMENTAL DISCLOSURES** | | | |
| Cash paid for interest | $ - | $ - | $ 49 |
| Cash paid for taxes | $ 164,290 | $ 42,750 | $ 45,348 |

The accompanying notes are an integral part of these financial statements.

**ACAI EXPRESS FRANCHISING INC.**
**NOTES TO FINANCIAL STATEMENTS**

## NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Acai Express Franchising Inc. (the "Company") was incorporated on April 29, 2014 in Puerto Rico. The Company grants franchises to qualified persons to establish and operate fast-casual acai shops, food trucks and food trailers operating under the name "Acai Express". Acai Express shops, food trucks and food trailers serve acai bowls, pitaya bowls, oatmeal bowls, coconut bowls, grain bowls, chia pudding bowls, protein bowls, protein poppers, smoothies, popsicles, natural juices, artisan toast, and avocado, hummus, peanut butter, nutella toast, ice cream and quesadillas.

*Affiliates*

The Company has three affiliates. WQ Group LLC was formed on February 3, 2017 as a Puerto Rico limited liability company and operates four Acai Express locations. HSC, LLC was formed on April 5, 2017 as a Puerto Rico limited liability company and operates two Acai Express locations.

AE Business Consulting LLC ("AEBC LLC") was formed on September 29, 2020 as a Puerto Rico limited liability company to provide management services to the Company and its affiliates. The Company pays 25% of revenues to AEBC LLC for their services.

The affiliates have not offered franchises in this or any other line of business.

The following table summarizes the number of locations owned and operating for the year ended December 31:

| | 2021 | 2020 | 2019 |
|---|---|---|---|
| Locations in operation, beginning | 28 | 20 | 16 |
| Locations opened | 7 | 8 | 4 |
| Locations terminated or closed | - | - | - |
| Locations in operation, ending | 35 | 28 | 20 |
| | | | |
| Franchised locations | 29 | 22 | 14 |
| Affiliate owned locations | 6 | 6 | 6 |

A summary of significant accounting policies follows:

*Use of Estimates*

Preparation of the Company's financial statements in accordance with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

*Cash and Cash Equivalents*

The Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents. The Company did not have any cash equivalents as of December 31, 2021 and 2020.

**NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Accounts Receivable*

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales and royalty fee. Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing. Accounts receivable are carried at original invoice amount less an estimate made for doubtful receivables based on a review of outstanding amounts. Management regularly evaluates individual customer's receivables considering their financial condition, credit history and current economic conditions. Accounts receivable are written off when deemed uncollectible.

*Property and Equipment*

The Company has adopted ASC 360 – Property, Plant and Equipment. Property and equipment are stated at historical cost. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (generally three to five years). The Company had property and equipment, net, of $110,167 and $47,497 at December 31, 2021 and 2020, respectively.

*Intangible Assets*

The Company has adopted ASC 350, Intangibles – Goodwill and Other that requires that goodwill and intangible assets with indefinite lives (such as franchise development cost) no longer be amortized to earnings but be tested for impairment at least annually. Intangible assets with finite lives are amortized over their estimated useful lives. The useful life of an intangible asset is the period over which it is expected to contribute directly or indirectly to future cash flows. Intangible assets with infinite lives are reviewed for impairment if events or changes in circumstances indicate that the carrying value might not be recoverable.

*Income Taxes*

The Company has elected to be taxed as a Puerto Rico domestic corporation and is subject to tax on its worldwide source income. The Company has adopted the liability method of accounting for income taxes ASC 740, "Income Taxes." Under ASC 740, deferred income taxes are recorded to reflect tax consequences on future years for the differences between the tax basis of assets and liabilities and their financial reporting amounts at each year-end. Deferred tax assets, including tax loss and credit carryforwards, and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Deferred income tax expense represents the change during the period in the deferred tax assets and deferred tax liabilities. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on their characteristics. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all the deferred tax assets will not be realized.

**NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Income Taxes (Continued)*

The Company adopted the provisions ASC 740-10-25 "Accounting for Uncertainty in Income Taxes," (formerly "FIN 48"). This provision prescribes recognition thresholds that must be met before a tax position is recognized in the financial statements and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. Under the provision, an entity may only recognize or continue to recognize tax positions that meet a "more likely than not" threshold. The Company did not make any adjustments to opening retained earnings because of the implementation.

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements or that would affect the Company's shareholder. The Company's evaluation was performed for the years ended December 31, 2021 and 2020 for U.S. Federal Income Tax and for the territory of Puerto Rico.

*Revenue Recognition*

The Company recognizes revenue under the guidance of ASC 606 "Contracts with Customers". The Company's revenue mainly consists of franchise fees and royalties.

Each franchise agreement is comprised of several performance obligations. The Company has concluded that these items represent a single performance obligation and recognize the initial franchise fees over the term of the contract which is currently 10 years from the effective date of the franchise agreement. Amounts paid to obtain franchise agreements are recorded as deferred costs and are recognized as expenses when the related revenue is recognized.

Revenues from continuing royalties are 6% of gross sales. Royalties are invoiced weekly and are recognized as revenue by the Company when due and billed.

*Brand Development Fee Contribution*

Contributions to the brand development fund are 2% gross sales and are collected weekly with continuing royalties. Under the terms of the franchise agreement the Company may increase the brand development fund rate to 4% of gross sales. Development fund revenues are recognized up to the amount paid by the fund, for both operating and capital expenditures, not to exceed amounts collected or accrued during the year. Any amounts collected or accrued but unspent at the end of the year are reported as deferred revenue on the balance sheet. The Company had contributions to the development fund for the years ended December 31, 2021, 2020 and 2019 of $224,645, $214,568, and $136,539. As of December 31, 2021 and 2020, $223,289 and $84,539 is included in deferred revenue on the balance sheet.

*Advertising Costs*

The Company expenses advertising costs as incurred. Advertising expense for the years ended December 31, 2021, 2020 and 2019 was $3,000, $0, and $22,910.

**NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Fair Value of Financial Instruments*

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, accounts payable and accrued expenses, the carrying amounts approximate fair value due to their short maturities.

*Recently Adopted Accounting Guidance*

The Company has adopted all recently issued Accounting Standards Updates ("ASU").

## NOTE 2 – CONTRACT BALANCES

The Company recorded a liability for unearned revenue associated with the performance obligation of the Company's franchise agreements. The account balances and activity at December 31 are as follows:

| | 2021 | 2020 |
|---|---|---|
| **Franchise Acquisition Costs:** | | |
| Balance at beginning of year | $ 71,942 | $ - |
| Implementation of new revenue standard | - | 6,950 |
| Deferral of franchise acquisition costs | 14,400 | 68,000 |
| Recognition of franchise-related costs | (8,440) | (3,008) |
| Balance at end of year | $ 77,902 | $ 71,942 |
| **Deferred Franchise Revenue:** | | |
| Balance at beginning of year | $ 317,381 | $ 71,250 |
| Implementation of new revenue standard | - | 57,756 |
| Deferral of franchise revenue | 175,000 | 221,500 |
| Recognition of franchise revenue | (56,250) | (33,125) |
| Balance at end of year | $ 436,131 | $ 317,381 |

*Disaggregation of Revenues*

Disaggregated revenues based on the satisfaction of performance obligations in the Company's contracts with franchisees for the years December 31, 2021 and 2020 is as follows:

| | 2021 | 2020 |
|---|---|---|
| Performance obligations satisfied at a point in time | $ 1,570,152 | $ 974,637 |
| Performance obligations satisfied through the passage of time | 56,250 | 33,125 |
| Total revenues | $ 1,626,402 | $ 1,007,762 |

## NOTE 2 – CONTRACT BALANCES (CONTINUED)

*Estimated Recognition of Deferred Franchise Costs and Fees*

Estimated expenses and revenues to be recognized in future periods related to deferred franchise costs and revenues as reported at December 31, 2021 is as follows:

| Year ending December 31: | Costs | Revenues |
|---|---|---|
| 2022 | $ 9,040 | $ 56,425 |
| 2023 | 9,040 | 56,425 |
| 2024 | 9,040 | 55,515 |
| 2025 | 9,040 | 52,108 |
| 2026 | 9,040 | 47,775 |
| Thereafter | 32,702 | 167,883 |
| | $ 77,902 | $ 436,131 |

## NOTE 3 – PROPERTY AND EQUIPMENT, NET

Property and equipment, net, consists of the following at December 31:

| | 2021 | 2020 |
|---|---|---|
| Equipment | $ 85,822 | $ 36,970 |
| Automobiles | 76,510 | 37,010 |
| Computers | 13,271 | 8,633 |
| Leasehold improvements | 7,491 | 7,491 |
| Less accumulated deprecation | (72,927) | (42,607) |
| | $ 110,167 | $ 47,497 |

Depreciation expense for the years ended December 31, 2021, 2020 and 2019 was $31,483, $22,621, and $11,633, respectively.

## NOTE 4 – DEFERRED REVENUE

Deferred revenue consists of the following at December 31:

| | 2021 | 2020 |
|---|---|---|
| Franchise revenue | $ 436,131 | $ 317,381 |
| Marketing fund revenue | 223,289 | 84,539 |
| | $ 659,420 | $ 401,920 |

## NOTE 5 – NOTES PAYABLE – COVID 19 RELIEF

During 2020 the Company borrowed $28,200 from the Small Business Administration (“SBA”) under the Paycheck Protection Program for COVID-19 relief. Interest on the note is 1% per annum. In 2021, the Company was granted forgiveness of the note payable under the provisions of the Paycheck Protection Program.

## NOTE 6 - INCOME TAXES

Income tax expense recorded in the years ended December 31, 2021, 2020 and 2019 consists of the following:

| | 2021 | 2020 | 2019 |
|---|---|---|---|
| Puerto Rico tax | $ 132,987 | $ 65,736 | $ 41,561 |
| US Federal tax | 5,146 | 1,921 | 10,079 |
| | $ 138,133 | $ 67,657 | $ 51,730 |

## NOTE 7 - COMMITMENTS AND CONTINGENCIES

*Litigation*

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

## NOTE 8 –SUBSEQUENT EVENTS

*Date of Management's Evaluation*

Management has evaluated subsequent events through April 8, 2022, the date on which the financial statements were available to be issued.

# ACAI EXPRESS FRANCHISING INC.

FINANCIAL REPORT

AS OF DECEMBER 31, 2020

**ACAI EXPRESS FRANCHISING INC.**

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REESE CPA LLC

**Independent Auditor's Report**

To the Stockholder
Acai Express Franchising Inc.
San Juan, Puerto Rico

We have audited the accompanying financial statements of Acai Express Franchising Inc. which comprise of the balance sheets as of December 31, 2020 and 2019 and the related statements of operations, changes in stockholder's equity and cash flows, for the years ended December 31, 2020 and 2019 and the related notes to the financial statements.

***Management's Responsibility for the Financial Statements***

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

***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion the financial statements referred to in the first paragraph above present fairly, in all material respects, the financial position of Acai Express Franchising Inc. as of December 31, 2020 and 2019 and the results of its operations and its cash flows for years ended December 31, 2020 and 2019 in accordance with accounting principles generally accepted in the United States of America.

15953 Fillmore Street • Thornton • CO • 80602
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*Change in Accounting Principle*

As discussed in Note 1 to the financial statements, the Company has changed its method of accounting for revenue from contracts with customers in fiscal year 2020 due to the adoption of the new revenue standard ASC 606, "Contracts with Customers". The Company adopted the new revenue standard using the modified retrospective approach. Our opinion is not modified with respect to this change in accounting principle.

Reese CPA LLC

Denver, Colorado
April 30, 2021

**ACAI EXPRESS FRANCHISING INC.**
**BALANCE SHEET**
**DECEMBER 31, 2020 AND 2019**

| | 2020 | 2019 |
|---|---|---|
| **ASSETS:** | | |
| **CURRENT ASSETS** | | |
| Cash and equivalents | $ 713,271 | $ 248,887 |
| Accounts receivable | 22,136 | 23,071 |
| Due from related party | 41,418 | 67,722 |
| Inventory | 2,769 | 3,766 |
| Deferred franchise costs | 7,600 | - |
| Prepaid assets | 21,544 | 746 |
| **TOTAL CURRENT ASSETS** | 808,738 | 344,192 |
| **NON-CURRENT ASSETS** | | |
| Property and equipment, net | 47,497 | 58,207 |
| Deferred franchise costs, non-current portion | 64,342 | - |
| **TOTAL ASSETS** | $ 920,577 | $ 402,399 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY:** | | |
| **CURRENT LIABILITIES** | | |
| Accounts payable | $ 31,540 | $ 35,183 |
| Accrued liabilities | 103,268 | - |
| Taxes payable | 31,290 | - |
| Deferred revenue | 124,214 | 115,623 |
| **TOTAL CURRENT LIABILITIES** | 290,312 | 150,806 |
| **NON-CURRENT LIABILITES** | | |
| Deferred revenue, non-current portion | 277,706 | - |
| Note Payable | 28,200 | - |
| **TOTAL LIABILITIES** | 596,218 | 150,806 |
| **SHAREHOLDER'S EQUITY** | | |
| Common stock: $1 par value, 100,000 shares authorized, 0 shares issued and outstanding | - | - |
| Retained earnings | 324,359 | 251,593 |
| **TOTAL SHAREHOLDER'S EQUITY** | 324,359 | 251,593 |
| **TOTAL LIABILITIES & SHAREHOLDER'S EQUITY** | $ 920,577 | $ 402,399 |

The accompanying notes are an integral part of these financial statements.

**ACAI EXPRESS FRANCHISING INC.**
**STATEMENT OF OPERATIONS AND SHAREHOLDER'S EQUITY**
**FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019**

| | 2020 | 2019 |
|---|---|---|
| **REVENUES** | | |
| Franchise fees | $ 33,125 | $ 17,500 |
| Royalty and other fees | 691,013 | 245,431 |
| Management fees | - | 122,400 |
| Brand fund fees | 174,403 | 130,643 |
| Product sales | 109,221 | 36,141 |
| **TOTAL REVENUES** | 1,007,762 | 552,115 |
| **COST OF GOODS SOLD** | 63,358 | 29,832 |
| **GROSS PROFIT** | 944,404 | 522,283 |
| **OPERATING EXPENSES** | | |
| Franchise-related costs | 7,710 | 15,639 |
| Payroll | 188,356 | 139,809 |
| Advertising and promotion | 174,403 | 153,553 |
| General and administrative | 59,568 | 26,344 |
| Professional fees | 51,022 | 59,598 |
| Management fees | 256,000 | |
| Depreciation | 22,621 | 11,633 |
| **TOTAL OPERATING EXPENSES** | 759,680 | 406,576 |
| **OPERATING INCOME** | 184,724 | 115,707 |
| **OTHER INCOME (EXPENSE)** | | |
| Interest income (expense) | 5 | (49) |
| Grant income | 6,500 | - |
| **INCOME BEFORE INCOME TAXES** | 191,229 | 115,658 |
| **INCOME TAX EXPENSE** | 67,657 | 51,730 |
| **NET INCOME** | 123,572 | 63,928 |
| **SHAREHOLDER'S EQUITY - BEGINNING** | 251,593 | 187,665 |
| **IMPLEMENTATION OF ACCOUNTING STANDARD** | (50,806) | - |
| **SHAREHOLDER'S EQUITY - ENDING** | $ 324,359 | $ 251,593 |

The accompanying notes are an integral part of these financial statements.

**ACAI EXPRESS FRANCHISING INC.**
**STATEMENT OF CASH FLOWS**
**FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019**

| | 2020 | 2019 |
|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | |
| Net income | $ 123,572 | $ 63,928 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | |
| Recognition of deferred franchise revenue | (33,125) | (17,500) |
| Recognition of deferred franchise fees | 3,008 | 8,000 |
| Depreciation | 22,621 | 11,633 |
| Changes in operating assets and liabilities that provided (used) cash: | | |
| Accounts receivable | 935 | 49,302 |
| Related party receivable | 26,304 | (11,928) |
| Inventory | 997 | (3,766) |
| Prepaid taxes | - | 6,553 |
| Prepaid assets | (20,798) | 3,250 |
| Deferred franchise fees | (68,000) | - |
| Accounts payable | (3,643) | (26,025) |
| Accrued liabilities | 103,268 | - |
| Taxes payable | 33,211 | - |
| Deferred franchise revenue | 221,500 | 37,500 |
| Deferred marketing revenue | 40,166 | 4,637 |
| Net cash provided by in operating activities | 450,016 | 125,584 |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | | |
| Purchase of equipment | (11,911) | (59,684) |
| Net cash used in investing activities | (11,911) | (59,684) |
| **CASH FLOWS FROM FINANCING ACTIVITIES** | | |
| Issuance of long-term debt | 28,200 | - |
| Net cash provided by financing activities | 28,200 | - |
| **NET INCREASE IN CASH** | 466,305 | 65,900 |
| **CASH, beginning of year** | 248,887 | 182,987 |
| **CASH, end of year** | $ 715,192 | $ 248,887 |
| **SUPPLEMENTAL DISCLOSURES** | | |
| Cash paid for interest | $ - | $ 49 |
| Cash paid for taxes | $ 42,750 | $ 45,348 |

The accompanying notes are an integral part of these financial statements.

# ACAI EXPRESS FRANCHISING INC.
# NOTES TO FINANCIAL STATEMENTS

## NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Acai Express Franchising Inc. (the "Company") was incorporated on April 29, 2014 in Puerto Rico. The Company grants franchises to qualified persons to establish and operate fast-casual acai shops, food trucks and food trailers operating under the name "Acai Express". Acai Express shops, food trucks and food trailers serve acai bowls, pitaya bowls, oatmeal bowls, coconut bowls, grain bowls, chia pudding bowls, protein bowls, protein poppers, smoothies, popsicles, natural juices, artisan toast, and avocado, hummus, peanut butter, nutella toast, ice cream and quesadillas.

*Affiliates*

The Company has three affiliates. WQ Group LLC was formed on February 3, 2017 as a Puerto Rico limited liability company and operates four Acai Express locations. HSC, LLC was formed on April 5, 2017 as a Puerto Rico limited liability company and operates two Acai Express locations. The affiliates have not offered franchises in this or any other line of business.

AE Business Consulting LLC ("AEBC LLC") was formed on September 29, 2020 as a Puerto Rico limited liability company to provide management services to the Company and its affiliates. The Company pays 25% of revenues to AEBC LLC for their services.

The following table summarizes the number of locations owned and operating for the year ended December 31:

| | 2020 | 2019 |
|---|---|---|
| Locations in operation, beginning | 20 | 16 |
| Locations opened | 8 | 4 |
| Locations terminated or closed | - | - |
| Locations in operation, ending | 28 | 20 |
| | | |
| Franchised locations | 22 | 14 |
| Affiliate owned locations | 6 | 6 |

A summary of significant accounting policies follows:

*Use of Estimates*

Preparation of the Company's financial statements in accordance with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

*Cash and Cash Equivalents*

The Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents. The Company did not have any cash equivalents as of December 31, 2020 and 2019.

**NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Accounts Receivable*

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales and royalty fee. Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing. Accounts receivable are carried at original invoice amount less an estimate made for doubtful receivables based on a review of outstanding amounts. Management regularly evaluates individual customer's receivables considering their financial condition, credit history and current economic conditions. Accounts receivable are written off when deemed uncollectible. There was no allowance for doubtful accounts at December 31, 2019.

*Property and Equipment*

The Company has adopted ASC 360 – Property, Plant and Equipment. Property and equipment are stated at historical cost. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (generally three to five years). The Company had property and equipment, net, of $47,497 and $58,207 at December 31, 2020 and 2019, respectively.

*Intangible Assets*

The Company has adopted ASC 350, Intangibles – Goodwill and Other that requires that goodwill and intangible assets with indefinite lives (such as franchise development cost) no longer be amortized to earnings but be tested for impairment at least annually. Intangible assets with finite lives are amortized over their estimated useful lives. The useful life of an intangible asset is the period over which it is expected to contribute directly or indirectly to future cash flows. Intangible assets with infinite lives are reviewed for impairment if events or changes in circumstances indicate that the carrying value might not be recoverable.

*Income Taxes*

The Company has elected to be taxed as a Puerto Rico domestic corporation and is subject to tax on its worldwide source income. The Company has adopted the liability method of accounting for income taxes ASC 740, "Income Taxes." Under ASC 740, deferred income taxes are recorded to reflect tax consequences on future years for the differences between the tax basis of assets and liabilities and their financial reporting amounts at each year-end. Deferred tax assets, including tax loss and credit carryforwards, and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Deferred income tax expense represents the change during the period in the deferred tax assets and deferred tax liabilities. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on their characteristics. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all the deferred tax assets will not be realized.

**NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Income Taxes (continued)*

The Company adopted the provisions ASC 740-10-25 "Accounting for Uncertainty in Income Taxes," (formerly "FIN 48"). This provision prescribes recognition thresholds that must be met before a tax position is recognized in the financial statements and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. Under the provision, an entity may only recognize or continue to recognize tax positions that meet a "more likely than not" threshold. The Company did not make any adjustments to opening retained earnings because of the implementation.

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements or that would affect the Company's shareholder. The Company's evaluation was performed for the years ended December 31, 2020 and 2019 for U.S. Federal Income Tax and for the territory of Puerto Rico.

*Revenue Recognition*

The Company's revenue mainly consists of franchise fees, royalties, and management fees.

Each franchise agreement is comprised of several performance obligations. The Company identifies those performance obligations, determines the contract price for each obligation, allocates the transaction price to each performance obligation and recognizes revenue when the Company has satisfied the performance obligation by transferring control of the good or service to the franchisee. Performance obligations are considered complete upon the opening of the location. Franchise fees for locations not yet open are recorded as deferred revenue. Amounts paid to obtain franchise agreements are recorded as deferred costs and are recognized as expenses when the related revenue is recognized.

Revenues from continuing royalties are 6% of gross sales. Royalties are invoiced weekly and are recognized as revenue by the Company when due and billed.

The Company provided management services to units that are owned by the Company's affiliates under the terms of a management agreement. The Company collected $122,400 during the year ended December 31, 2019. Beginning in January 2020, these management services were provided by AEBC LLC.

*Brand Development Fee Contribution*

Contributions to the brand development fund are 2% gross sales and are collected weekly with continuing royalties. Under the terms of the franchise agreement the Company may increase the brand development fund rate to 4% of gross sales. Development fund revenues are recognized up to the amount paid by the fund, for both operating and capital expenditures, not to exceed amounts collected or accrued during the year. Any amounts collected or accrued but unspent at the end of the year are reported as deferred revenue on the balance sheet. The Company had contributions to the development fund for the years ended December 31, 2020 and 2019 of $214,568 and $136,539. As of December 31, 2020 and 2019, $84,539 and $44,373 is included in deferred revenue on the balance sheet.

**NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Advertising Costs*

The Company expenses advertising costs as incurred. Advertising expense for the years ended December 31, 2020 and 2019 was $0 and $22,910.

*Fair Value of Financial Instruments*

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, accounts payable and accrued expenses, the carrying amounts approximate fair value due to their short maturities.

*Recently Adopted Accounting Guidance*

The Company has adopted all recently issued Accounting Standards Updates ("ASU").

**NOTE 2 – ADOPTION OF NEW ACCOUNTING PRONOUNCEMENT**

The Company has adopted and applied the provisions of ASC 606 –" Contracts for Customers" ("ASC 606") issued by the FASB related to revenue recognition which became effective for the Company as of January 1, 2020. The provisions have been applied using the modified retrospective method under the provisions of new revenue standard. The Company recognized the cumulative effect of initially applying the new revenue standard as an adjustment to the opening balance of retained earnings as of January 1, 2020. The comparative information has not been restated and continues to be reported under the accounting standards in effect for those periods.

The revenue recognition policy above discloses the Company's application of the new revenue standard to the contracts of the Company. This policy was applied to all franchise agreements that were still in force at December 31, 2019 and those franchise agreements that the Company executed from January 1, 2020 signed through December 31, 2020.

**NOTE 2 – ADOPTION OF NEW ACCOUNTING PRONOUNCEMENT (CONTINUED)**

The cumulative effect of the adoption of the new revenue standard on the Company's balance sheet as of January 1, 2020 and December 31, 2020, and the Company's statement of operations for the year ended December 31, 2020 were as follows:

| | Balance at December 31, 2019 | Adjustments Due to ASC 606 | Balance at January 1, 2020 |
|---|---|---|---|
| **Balance Sheet** | | | |
| Franchise acquisition costs | $ - | $ 6,950 | $ 6,950 |
| Deferred franchise revenue | 71,250 | 57,756 | 129,006 |
| Shareholder's equity | 251,593 | (50,806) | 200,787 |

| | As Reported | Without Adoption of ASC 606 | Increase (Decrease) |
|---|---|---|---|
| | For the Year Ended December 31, 2020 | | |
| **Statement of Operations** | | | |
| Franchise sale revenue | $ 33,125 | $ 46,000 | $ (12,875) |
| Franchise-related costs | 3,008 | 8,000 | (4,992) |
| Net income | 121,651 | 129,534 | (7,883) |
| | As of December 31, 2020 | | |
| **Balance Sheet** | | | |
| Franchise acquisition costs, current | $ 7,600 | $ 11,000 | $ (3,400) |
| LT franchise acquisition costs | 64,342 | 49,000 | 15,342 |
| Deferred revenue, current | 39,675 | 52,500 | (12,825) |
| LT deferred revenue | 277,706 | 184,250 | 93,456 |
| Shareholder's equity | 322,438 | 381,127 | (58,689) |

## NOTE 3 – CONTRACT BALANCES

The Company recorded a liability for unearned revenue associated with the performance obligation of the Company's franchise agreements. The account balances and activity are as follows:

| | December 31, 2020 |
|---|---|
| **Franchise Acquisition Costs:** | |
| Balance at Beginning of Year | $ - |
| Implementation of new revenue standard | 6,950 |
| Deferral of franchise acquisition costs | 68,000 |
| Recognition of franchise-related costs | (3,008) |
| Balance at End of Year | $ 71,942 |

| | |
|---|---|
| **Deferred Franchise Revenue:** | |
| Balance at Beginning of Year | $ 71,250 |
| Implementation of new revenue standard | 57,756 |
| Deferral of deferred revenue | 221,500 |
| Recognition of franchise revenue | (33,125) |
| Balance at End of Year | $ 317,381 |

Estimated revenues to be recognized in future periods related to deferred revenue as reported at December 31, 2020 is $39,675 annually.

## NOTE 4 – PROPERTY AND EQUIPMENT, NET

Property and Equipment, net, consists of the following at December 31:

| | 2020 | 2019 |
|---|---|---|
| Equipment | $ 36,970 | $ 31,273 |
| Automobiles | 37,010 | 37,010 |
| Computers | 8,633 | 4,960 |
| Leasehold improvements | 7,491 | 4,950 |
| Accumulated deprecation | (42,607) | (19,986) |
| | $ 47,497 | $ 58,207 |

Depreciation expense for the years ended December 31, 2020 and 2019 was $22,621 and $11,633, respectively.

## NOTE 5 – DEFERRED REVENUE

Deferred revenue consists of the following at December 31:

| | 2020 | 2019 |
|---|---|---|
| Franchise revenue | $ 317,381 | $ 71,250 |
| Marketing fund | 84,539 | 44,373 |
| | $ 401,920 | $ 115,623 |

## NOTE 6 – NOTES PAYABLE – COVID 19 RELIEF

During 2020 the Company borrowed $28,200 from the Small Business Administration ("SBA") under the Paycheck Protection Program for COVID-19 relief. Interest on the note is 1% per annum. The Company has applied for forgiveness of the note payable under the provisions of the Paycheck Protection Program.

## NOTE 7 - INCOME TAXES

Income tax expense recorded in the years ended December 31, 2020 and 2019 consists of the following:

| | 2020 | 2019 |
|---|---|---|
| Puerto Rico tax | $ 67,657 | $ 41,561 |
| US Federal tax | 1,921 | 10,079 |
| | $ 69,578 | $ 51,730 |

## NOTE 8 - COMMITMENTS AND CONTINGENCIES

*Litigation*

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

## NOTE 9 –SUBSEQUENT EVENTS

*Date of Management's Evaluation*

Management has evaluated subsequent events through April 30, 2021, the date on which the financial statements were available to be issued.

# ACAI EXPRESS FRANCHISING INC.

FINANCIAL REPORT

AS OF DECEMBER 31, 2019

**ACAI EXPRESS FRANCHISING INC.**

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REESE
CPA LLC

## Independent Auditor's Report

To the Stockholder
Acai Express Franchising Inc.
San Juan, Puerto Rico

We have audited the accompanying financial statements of Acai Express Franchising Inc. which comprise the balance sheet as of December 31, 2019 and the related statements of operations, changes in stockholder's equity and cash flows, for the year ended December 31, 2019 and the related notes to the financial statements.

***Management's Responsibility for the Financial Statements***

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

***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion the financial statements referred to in the first paragraph above present fairly, in all material respects, the financial position of Acai Express Franchising Inc. as of December 31, 2019 and the results of its operations and its cash flows for year ended December 31, 2019 in accordance with accounting principles generally accepted in the United States of America.

Reese CPA LLC

Denver, Colorado
June 19, 2020

15953 Fillmore Street • Thornton • CO • 80602
Office: (303) 999-6485 • Fax (303) 284-5041

**ACAI EXPRESS FRANCHISING INC.**
**BALANCE SHEET**
**DECEMBER 31, 2019**

| | | |
|---|---|---|
| **ASSETS:** | | |
| **CURRENT ASSETS** | | |
| Cash and equivalents | $ | 248,887 |
| Accounts receivable | | 23,071 |
| Due from related party | | 67,722 |
| Inventory | | 3,766 |
| Prepaid assets | | 746 |
| **TOTAL CURRENT ASSETS** | | 344,192 |
| **NON-CURRENT ASSETS** | | |
| Property and equipment, net | | 58,207 |
| **TOTAL ASSETS** | $ | 402,399 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY:** | | |
| **CURRENT LIABILITIES** | | |
| Accounts payable | $ | 35,183 |
| Deferred revenue | | 115,623 |
| **TOTAL CURRENT LIABILITIES** | | 150,806 |
| **NON-CURRENT LIABILITES** | | - |
| **TOTAL LIABILITIES** | | 150,806 |
| **SHAREHOLDER'S EQUITY** | | |
| Common stock: $1 par value, 100,000 shares authorized, 0 shares issued and outstanding | | - |
| Retained earnings | | 251,593 |
| **TOTAL SHAREHOLDER'S EQUITY** | | 251,593 |
| **TOTAL LIABILITIES & SHAREHOLDER'S EQUITY** | $ | 402,399 |

The accompanying notes are an integral part of these financial statements.

**ACAI EXPRESS FRANCHISING INC.**
**STATEMENT OF OPERATIONS AND SHAREHOLDER'S EQUITY**
**FOR THE YEAR ENDED DECEMBER 31, 2019**

| | | |
|---|---|---|
| **REVENUES** | | |
| Franchise fees | $ | 17,500 |
| Royalty and other fees | | 245,431 |
| Management fees | | 122,400 |
| Brand fund fees | | 130,643 |
| Product sales | | 36,141 |
| **TOTAL REVENUES** | | 552,115 |
| **COST OF GOODS SOLD** | | 29,832 |
| **GROSS PROFIT** | | 522,283 |
| **OPERATING EXPENSES** | | |
| Franchise-related costs | | 15,639 |
| Payroll | | 139,809 |
| Advertising and promotion | | 153,553 |
| General and administrative | | 26,344 |
| Professional fees | | 59,598 |
| Depreciation | | 11,633 |
| **TOTAL OPERATING EXPENSES** | | 406,576 |
| **OPERATING INCOME** | | 115,707 |
| **OTHER (EXPENSE)** | | |
| Interest expense | | (49) |
| **INCOME BEFORE INCOME TAXES** | | 115,658 |
| **INCOME TAX EXPENSE** | | 51,730 |
| **NET INCOME** | | 63,928 |
| **SHAREHOLDER'S EQUITY - BEGINNING** | | 187,665 |
| **SHAREHOLDER'S EQUITY - ENDING** | $ | 251,593 |

The accompanying notes are an integral part of these financial statements.

**ACAI EXPRESS FRANCHISING INC.**
**STATEMENT OF CASH FLOWS**
**FOR THE YEAR ENDED DECEMBER 31, 2019**

| | |
|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | |
| Net income | $ 63,928 |
| Adjustments to reconcile net income to net cash provided by operating activities: | |
| Recognition of deferred franchise revenue | (17,500) |
| Recognition of deferred franchise fees | 8,000 |
| Depreciation | 11,633 |
| Changes in operating assets and liabilities that provided (used) cash: | |
| Accounts receivable | 49,302 |
| Related party receivable | (11,928) |
| Inventory | (3,766) |
| Prepaid taxes | 6,553 |
| Prepaid assets | 3,250 |
| Accounts payable | (26,025) |
| Deferred franchise revenue | 37,500 |
| Deferred marketing revenue | 4,637 |
| Net cash provided by in operating activities | 125,584 |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | |
| Purchase of equipment | (59,684) |
| Net cash used in investing activities | (59,684) |
| **CASH FLOWS FROM FINANCING ACTIVITIES** | - |
| **NET INCREASE IN CASH** | 65,900 |
| **CASH, beginning of year** | 182,987 |
| **CASH, end of year** | $ 248,887 |
| **SUPPLEMENTAL DISCLOSURES** | |
| Cash paid for interest | $ 49 |
| Cash paid for taxes | $ 45,348 |

The accompanying notes are an integral part of these financial statements.

**ACAI EXPRESS FRANCHISING INC.**
**NOTES TO FINANCIAL STATEMENTS**

## NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Acai Express Franchising Inc. (the "Company"), was incorporated on April 29, 2014 in Puerto Rico. The Company grants franchises to qualified persons to establish and operate fast-casual acai shops, food trucks and food trailers operating under the name "Acai Express". Acai Express shops, food trucks and food trailers serve acai bowls, pitaya bowls, oatmeal bowls, coconut bowls, grain bowls, chia pudding bowls, protein bowls, protein poppers, smoothies, popsicles, and natural juices.

*Affiliates*

The Company has two affiliates. WQ Group LLC was formed on February 3, 2017 as a Puerto Rico limited liability company and operates four Acai Express locations. HSC, LLC was formed on April 5, 2017 as a Puerto Rico limited liability company and operates two Acai Express locations. The affiliates have not offered franchises in this or any other line of business.

The following table summarizes the number of locations owned and operating for the year ended December 31:

| | 2019 |
|---|---|
| Locations in operation, beginning | 16 |
| Locations opened | 4 |
| Locations terminated or closed | - |
| Locations in operation, ending | 20 |
| | |
| Franchised locations | 14 |
| Affiliate owned locations | 6 |

A summary of significant accounting policies follows:

*Use of Estimates*

Preparation of the Company's financial statements in accordance with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

*Cash and Cash Equivalents*

The Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents. The Company did not have any cash equivalents as of December 31, 2019.

**NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Accounts Receivable*

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales and royalty fee. Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing. Accounts receivable are carried at original invoice amount less an estimate made for doubtful receivables based on a review of outstanding amounts. Management regularly evaluates individual customer's receivables considering their financial condition, credit history and current economic conditions. Accounts receivable are written off when deemed uncollectible. There was no allowance for doubtful accounts at December 31, 2019.

*Property and Equipment*

The Company has adopted ASC 360 – Property, Plant and Equipment. Property and equipment are stated at historical cost. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (generally three to five years). The Company had property and equipment, net, of $58,207 at December 31, 2019.

*Intangible Assets*

The Company has adopted ASC 350, Intangibles – Goodwill and Other that requires that goodwill and intangible assets with indefinite lives (such as franchise development cost) no longer be amortized to earnings but be tested for impairment at least annually. Intangible assets with finite lives are amortized over their estimated useful lives. The useful life of an intangible asset is the period over which it is expected to contribute directly or indirectly to future cash flows. Intangible assets with infinite lives are reviewed for impairment if events or changes in circumstances indicate that the carrying value might not be recoverable.

*Income Taxes*

The Company has elected to be taxed as a Puerto Rico domestic corporation and is subject to tax on its worldwide source income. The Company has adopted the liability method of accounting for income taxes ASC 740, "Income Taxes." Under ASC 740, deferred income taxes are recorded to reflect tax consequences on future years for the differences between the tax basis of assets and liabilities and their financial reporting amounts at each year-end. Deferred tax assets, including tax loss and credit carryforwards, and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Deferred income tax expense represents the change during the period in the deferred tax assets and deferred tax liabilities. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on their characteristics. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all the deferred tax assets will not be realized.

**NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Income Taxes (continued)*

The Company adopted the provisions ASC 740-10-25 "Accounting for Uncertainty in Income Taxes," (formerly "FIN 48"). This provision prescribes recognition thresholds that must be met before a tax position is recognized in the financial statements and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. Under the provision, an entity may only recognize or continue to recognize tax positions that meet a "more likely than not" threshold. The Company did not make any adjustments to opening retained earnings because of the implementation.

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements or that would affect the Company's shareholder. The Company's evaluation was performed for the year ended December 31, 2019 for U.S. Federal Income Tax and for the territory of Puerto Rico.

*Revenue Recognition*

The Company's revenue mainly consists of franchise fees, royalties, and management fees.

Each franchise agreement is comprised of several performance obligations. The Company identifies those performance obligations, determines the contract price for each obligation, allocates the transaction price to each performance obligation and recognizes revenue when the Company has satisfied the performance obligation by transferring control of the good or service to the franchisee. Performance obligations are considered complete upon the opening of the location. Franchise fees for locations not yet open are recorded as deferred revenue. Amounts paid to obtain franchise agreements are recorded as deferred costs and are recognized as expenses when the related revenue is recognized.

Revenues from continuing royalties are 6% of gross sales. Royalties are invoiced weekly and are recognized as revenue by the Company when due and billed.

The Company provides management services to units that are owned by the Company's affiliates under the terms of a management agreement. The affiliates pay this management fee in leu of royalties. The Company collected $122,400 during the year ended December 31, 2019.

*Brand Development Fee Contribution*

Contributions to the brand development fund are 2% gross sales and are collected weekly with continuing royalties. Under the terms of the franchise agreement the Company may increase the brand development fund rate to 4% of gross sales. Development fund revenues are recognized up to the amount paid by the fund, for both operating and capital expenditures, not to exceed amounts collected or accrued during the year. Any amounts collected or accrued but unspent at the end of the year are reported as deferred revenue on the balance sheet. The Company had contributions to the development fund for the year ended December 31, 2019 of $136,539. As of December 31, 2019, $44,373 is included in deferred revenue on the balance sheet.

**NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Advertising Costs*

The Company expenses advertising costs as incurred. Advertising expense for the year ended December 31, 2019 was $22,910.

*Fair Value of Financial Instruments*

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, accounts payable and accrued expenses, the carrying amounts approximate fair value due to their short maturities.

*Recently Adopted Accounting Guidance*

On April 8, 2020, the Financial Accounting Standards Board, delayed the effective date of the new revenue standard ASC 606 "Contracts with Customers" for privately owned franchisors. As a result, the financial statements do not include the effect that the implementation of the new revenue standard may or may not have on the current or any prior period presented. Management has not yet determined the effect of the adoption of this new standard. Other than the new revenue standard the Company has adopted all recently issued Accounting Standards Updates ("ASU").

**NOTE 2 – PROPERTY AND EQUIPMENT, NET**

Property and Equipment, net, consists of the following at December 31, 2019:

| | | |
|---|---|---|
| Equipment | $ | 31,273 |
| Automobiles | | 37,010 |
| Computers | | 4,960 |
| Leasehold improvements | | 4,950 |
| Accumulated deprecation | | (19,986) |
| | $ | 58,207 |

Depreciation expense for the year ended December 31, 2019 was $11,633 and is expected to be approximately $21,000 for each of the next two years.

**NOTE 3 – DEFERRED REVENUE**

Deferred revenue consists of the following at December 31, 2019:

| | | |
|---|---|---|
| Franchise revenue | $ | 71,250 |
| Marketing fund | | 44,373 |
| | $ | 115,623 |

## NOTE 4 - INCOME TAXES

Income tax expense record in the year ended December 31, 2019 consists of the following:

| | | |
|---|---|---|
| Puerto Rico tax | $ | 41,561 |
| US Federal tax | | 10,079 |
| | $ | 51,730 |

## NOTE 5 - COMMITMENTS AND CONTINGENCIES

*Litigation*

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

## NOTE 6 –SUBSEQUENT EVENTS

*Date of Management's Evaluation*

Management has evaluated subsequent events through June 19, 2020, the date on which the financial statements were available to be issued.

**Exhibit B to the**
**Acai Express Franchising Inc. Franchise Disclosure Document**

# MULTI-UNIT DEVELOPMENT AGREEMENT

**ACAI EXPRESS FRANCHISING INC.**

**MULTI-UNIT DEVELOPMENT AGREEMENT**

**MULTI-UNIT DEVELOPER**

**DATE OF AGREEMENT**

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1 Acknowledgments by Multi-Unit Developer
2 Minimum Performance Schedule
3 Protected Area

**ACAI EXPRESS FRANCHISING INC.**

**MULTI-UNIT DEVELOPMENT AGREEMENT**

**THIS MULTI-UNIT DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into this day of _____, between Acai Express Franchising Inc., a Puerto Rico corporation, having its principal place of business at Urb. Caribe #1569 Calle Alda, Suite 302, San Juan, Puerto Rico, 00926 ("we", "us" or "our"), and _____, an individual, residing at _____ (hereinafter "you" or "your").

**W I T N E S S E T H:**

**WHEREAS**, as the result of the expenditure of time, skill, effort and money, we and our affiliate have developed and own a unique and distinctive system (hereinafter "System") relating to the establishment and operation of a fast-casual acai shop, food truck or food trailer operating under the name "Acai Express" offering acai bowls, pitaya bowls, oatmeal bowls, coconut bowls, grain bowls, chia pudding bowls, protein bowls, protein poppers, smoothies, popsicles, natural juices, artisan toast, and avocado, hummus, peanut butter and Nutella toast, ice cream and quesadillas. Acai, pitaya and other fruits and ingredients are juiced and prepared onsite from fresh and frozen ingredients. The shops, food trucks and food trailers serve breakfast, lunch, dinner, and snack menus ("Franchised Business");

**WHEREAS**, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, décor, color scheme, and furnishings; proprietary products and ingredients; proprietary recipes and special menu items; uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; procedures for inventory, management and financial control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by us from time to time;

**WHEREAS**, the System is identified by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "Acai Express" and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by us in writing) for use in connection with the System (hereinafter referred to as "Marks" or "Proprietary Marks");

**WHEREAS**, we and our affiliate continue to develop, use and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance and service; and

**WHEREAS**, you wish to obtain certain development rights to open and operate shops, food trucks, or food trailers operating under the Marks and the System within the Protected Area described in this Agreement.

**NOW, THEREFORE**, the parties, in consideration of the undertakings and commitments of each party to the other party stated herein, hereby agree as follows:

## SECTION 1
## GRANT

1.1 We hereby grant to you, pursuant to the terms and conditions of this Agreement, certain development rights ("Development Rights") to establish and operate _____ (_____) franchised shops,

food trucks, or food trailers and to use the Marks and System solely in connection therewith, at specific locations to be designated in separate Franchise Agreements executed as provided in Section 3.1 hereof, and pursuant to the schedule established in Attachment 2 of this Agreement (hereinafter "Minimum Performance Schedule"). Each shop, food truck or food trailer developed hereunder shall be located in the area described in Attachment 3 of this Agreement (hereinafter "Protected Area"). The Minimum Performance Schedule shall be deemed completed, and this Agreement shall expire, upon the opening of the last Acai Express Franchised Business to be developed hereunder.

1.2 Each Franchised Business for which a Development Right is granted hereunder shall be established and operated pursuant to a Franchise Agreement to be entered into between you and us in accordance with Section 3.1 hereof.

1.3 Except as otherwise provided in this Agreement, we shall not establish, nor franchise anyone other than you to establish, a shop, food truck, or food trailer in the Protected Area during the term of this Agreement, provided you are not in default hereunder.

1.4 This Agreement is not a Franchise Agreement and does not grant to you any right to use the Marks or System.

1.5 You shall have no right under this Agreement to franchise others under the Marks or System.

## SECTION 2
## DEVELOPMENT FEE; INITIAL FRANCHISE FEES AND ROYALTY FEE FOR MULTI-UNIT DEVELOPERS

2.1 In consideration of the development rights granted herein, you shall pay to us a development fee of _____ Thousand Dollars ($_____), payable upon execution of this Agreement ("Development Fee"). The Development Fee is calculated as one hundred percent (100%) of the initial franchise fee for the first shop, food truck, or food trailer to be developed hereunder, plus a deposit equal to fifty percent (50%) of the reduced initial franchise fee for each additional shop, food truck, or food trailer to be developed hereunder.

2.2 The Development Fee shall be fully earned by us upon execution of this Agreement, shall be non-refundable, and shall be for administrative and other expenses incurred by us and for the development opportunities lost or deferred as a result of the Development Rights granted to you herein.

2.3 The initial franchise fee payable for each Franchised Business to be developed hereunder shall be as follows:

2.3.1 For the first shop, food truck, or food trailer to be developed, the initial franchise fee shall be Twenty-Five Thousand Dollars ($25,000);

2.3.2 For each additional shop, food truck, or food trailer to be developed, the initial franchise fee shall be reduced to Twenty Thousand Dollars ($20,000).

2.4 The initial franchise fee for the first Franchised Business has been paid in full in the Development Fee. We expect that you will execute the Franchise Agreement for the first Franchised Business contemporaneously with your execution of this Agreement and a portion of the Development Fee will be used to satisfy the initial franchise fee for such first shop, food truck, or food trailer in full. For each additional Franchised Business developed hereunder, we will apply a *pro rata* portion of the Development

Fee toward the initial franchise fee due for such shop, food truck, or food trailer. The balance of the initial franchise fee is payable to us in a lump sum upon execution of the Franchise Agreement for that shop, food truck, or food trailer.

## SECTION 3
## SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

3.1 You shall assume all responsibility and expense for locating potential sites for your Franchised Business and shall submit to us for our evaluation and approval, in the form specified by us, a description of the site, the terms of the lease or purchase, a market feasibility study for the site and such other information and materials as we may reasonably require, together with a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. We shall have thirty (30) days after receipt of such information and materials from you to accept or decline the site in our sole discretion. If the site is accepted, you will then be presented with the Franchise Agreement for execution.

3.2 Recognizing that time is of the essence, you agree to exercise each of the Development Rights granted hereunder in the manner specified herein, and in accordance with the Minimum Performance Schedule. Your failure to adhere to the Minimum Performance Schedule shall constitute a default under this Agreement as provided in Section 9.1 hereof. Under no circumstances may you open a Franchised Business for business unless and until there is a fully executed Franchise Agreement in place for such shop, food truck, or food trailer and we have been paid all amounts payable to us.

3.3 You shall exercise each Development Right granted herein only by executing a Franchise Agreement for each shop, food truck, or food trailer at a site approved by us in the Protected Area as hereinafter provided within ten (10) days after receipt of said Franchise Agreement from us for the approved site and return same to us for our execution. The Franchise Agreement for the first Development Right exercised hereunder has been executed contemporaneously with this Agreement. The Franchise Agreement for each additional Development Right exercised hereunder shall be the then-current Franchise Agreement, subject to any non-material changes therein which are required to be made by changes in any applicable law, regulation or ordinance in effect from time to time. In the event we do not receive the properly executed Franchise Agreement with the appropriate number of copies within said ten (10) days from delivery thereof to you, our approval of the site shall be void, and you shall have no rights with respect to said site.

3.4 You acknowledge that the approval of a particular site for a Franchised Business by us shall not be deemed to be an assurance or guaranty that the shop, food truck or food trailer will operate successfully or at a profit from such site.

3.5 You may enter into the initial Franchise Agreement or any subsequent Franchise Agreement as required under this Agreement using a newly formed entity, such as a limited liability company, corporation or partnership for the sole purpose of entering into a Franchise Agreement and operating the Acai Express outlet pursuant thereto, provided that you shall also personally sign such Franchise Agreement as a principal.

## SECTION 4
## DEVELOPMENT RIGHTS AND OBLIGATIONS

4.1 Subject to the provisions of this Agreement, we grant to you the Development Rights, as described in Section 1.1. Notwithstanding any other provision of this Agreement, Development Rights under this Agreement may or may not, in our sole discretion, include the right to develop Franchised

Businesses at any "Non-Traditional Sites". Non-Traditional Sites include without limitation military bases, hotels, high school and college campuses, airports, train stations, travel plazas, toll roads, prisons, hospitals, convenience stores, casinos, sports or entertainment venues or stadiums, and retail food service locations being sublet under a lease to a master concessionaire, whether currently existing or constructed or established subsequent to the date hereof.

4.2 Provided you are in full compliance with all the terms and conditions of this Agreement, including without limitation your development obligations described in Section 3.2 and the Minimum Performance Schedule, and you are in full compliance with all of your obligations under all franchise agreements executed pursuant to this Agreement, then during the term of this Agreement neither we nor any of our affiliates will develop or operate or grant franchises for the development or operation of shops, food trucks or food trailers within the Protected Area, except the franchises that are granted to you pursuant to this Agreement and except as otherwise expressly provided in this Agreement.

4.3 Upon the termination or expiration of this Agreement, we and our affiliates shall have the right to develop and operate, and to grant to others development rights and franchises to develop and operate shops, food trucks, or food trailers within the Protected Area subject only to the territorial rights granted to you with respect to shops, food trucks, or food trailers operated by you pursuant to the Franchise Agreements and subject, further, to the right of first refusal described in Section 6 below.

4.4 Except as expressly limited by Section 3.2 above, we and our affiliates retain all rights with respect to shops, food trucks, or food trailers, the Marks and the sale of any goods and services, anywhere in the world, including, without limitation, the right:

4.4.1 to produce, offer and sell and to grant others the right to produce, offer and sell the products offered at Franchised Businesses and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described below, both within and outside the Protected Area, and under any terms and conditions we deem appropriate. "Alternative distribution channels" include, but are not limited to, the internet, catalog sales, grocery stores, club stores, ethnic food stores, telemarketing or other direct marketing sales;

4.4.2 to operate and to grant others the right to operate Franchised Businesses located outside the Protected Area under any terms and conditions we deem appropriate and regardless of proximity to a shop, food truck or food trailer;

4.4.3 to operate and to grant others the right to operate Franchised Businesses at Non-Traditional Sites within and outside the Protected Area under any terms and conditions we deem appropriate; and

4.4.4 to acquire and operate a business operating one or more shops, food trucks, or food trailers or food service businesses located or operating in the Protected Area, except that these businesses will not operate using the Proprietary Marks.

## SECTION 5
## RENEWAL

This Agreement shall not be subject to renewal; however, if you wish to purchase a new Protected Area and to continue to develop Franchised Businesses, we will, in good faith, negotiate a new Multi-Unit Development Agreement with you.

## SECTION 6
## TERM AND RIGHT OF FIRST REFUSAL

6.1 Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement and all Development Rights granted hereunder shall expire on the date the last shop, food truck, or food trailer is opened pursuant to the Minimum Performance Schedule established in Attachment 2.

6.2 If, during the term of this Agreement, a Non-Traditional Site becomes available in your Protected Area, then we may, in our sole discretion, offer to you the opportunity to develop a Franchised Business at such Non-Traditional Site. You shall have thirty (30) days after receipt of our notice in which to accept or decline this right of first refusal. Your failure to notify us within such thirty (30) day period shall be interpreted that you have declined the right of first refusal. Nothing in this Agreement shall require us to provide you with a right of first refusal for a Non-Traditional Site.

6.3 Upon completion of the Minimum Performance Schedule, if we determine that it is desirable to operate one or more additional shops, food trucks, or food trailers in the Protected Area, and provided you have timely complied with the Minimum Performance Schedule and are then in compliance with all terms and conditions of all Franchise Agreements, you shall have a right of first refusal to obtain the Development Rights to such additional Franchised Businesses upon such reasonable terms and conditions as are then determined by us including, but not limited to, the imposition of a new Development Fee and the payment of the then-current initial fees upon execution of the then-current Franchise Agreement. In such case, we shall advise you in writing of the terms and conditions for the acquisition of the Development Rights for such additional Franchised Businesses. You must notify us in writing within sixty (60) days of the receipt of such notice whether you wish to acquire the Development Rights to one or all of such additional shops, food trucks or food trailers. If you do not exercise this right of first refusal, in whole, we may, following the expiration of the sixty (60) day period, grant the Development Rights to such additional shops, food trucks, or food trailers to any other person or persons on the same terms and conditions, or we may elect to develop and construct any of such additional Franchised Businesses.

## SECTION 7
## YOUR OBLIGATIONS

7.1 You acknowledge and agree that:

7.1.1 Except as otherwise provided herein, this Agreement includes only the right to select sites for the establishment of shops, food trucks, or food trailers and to submit the same to us for our approval in accordance with the terms of this Agreement. This Agreement does not include the grant of a license by us to you of any rights to use the Marks, the System, or to open or operate any shops, food trucks, or food trailers within the Protected Area. You shall obtain the license to use such additional rights at each shop, food truck, or food trailer upon the execution of each Franchise Agreement by both you and us and only in accordance with the terms of each Franchise Agreement.

7.1.2 The Development Rights granted hereunder are personal to you and cannot be sold, assigned, transferred or encumbered, in whole or in part, except as stated in Section 11 hereof.

7.1.3 Except as provided in Sections 6.1 and 6.2 hereof, the Development Rights granted hereunder are non-exclusive, and we retain the right, in our sole discretion:

(a) To continue to construct and operate other shops, food trucks, or food trailers and to use the System and the Marks at any location outside the Protected Area, and to license others to do so.

(b) To develop, use and franchise the rights to any trade names, trademarks, service marks, trade symbols, emblems, signs, slogans, insignia, or copyrights not designated by us as Marks for use with different franchise systems for the sale of the different products or services not in connection with the System at any location, on such terms and conditions as we may deem advisable and without granting you any rights therein.

(c) To develop, merchandise, sell and license others to sell any of our products, proprietary or otherwise, presently existing or to be developed in the future, to the public through alternative distribution channels outside or inside of the Protected Area and to use the Marks in connection therewith.

7.1.4 You have sole responsibility for the performance of all obligations arising out of the operation of your business pursuant to this Agreement, including, but not limited to, the payment when due of any and all taxes levied or assessed by reason of such operation.

7.1.5 In all public records, in your relationship with other persons, and in any documents, you shall indicate clearly the independent ownership of your business and that the operations of said business are separate and distinct from the operation of another Acai Express shop, food truck, or food trailer.

7.1.6 You shall at all times preserve in confidence any and all materials and information furnished or disclosed to you by us and you shall disclose such information or materials only to such of your employees or agents who must have access to it in connection with their employment. You shall not at any time, without our prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person.

7.1.7 You shall comply with all requirements of federal, state and local laws, rules and regulations.

7.1.8 You shall at no time have the right to sub-franchise any of your Development Rights hereunder.

7.1.9 In no event shall any shop, food truck, or food trailer be opened for business unless and until a Franchise Agreement for such Franchised Business has been fully executed and the initial franchise fee for such Franchised Business has been fully paid.

## SECTION 8
## OUR SERVICES

We shall, at our expense, provide the following services:

8.1 Review your site selection for conformity to our standards and criteria for selection and acquisition of sites upon our receipt of your written request for approval thereof.

8.2 Assist you in determining the layout and configuration of each Franchised Business once the location has been approved. After you and we have determined the layout and configuration of each Franchised Business, you must arrange for site plan and build-out plans and specifications to be prepared and submitted to us for our review.

8.3 Review of your site plan and final build-out plans and specifications for conformity to the construction standards and specifications of the System, upon our receipt of your written request for approval thereof.

8.4 Provide such other resources and assistance as may hereafter be developed and offered by us to our other multi-unit developers.

## SECTION 9
## DEFAULT AND TERMINATION

9.1 The occurrence of any of the following events of default shall constitute good cause for us, at our option and without prejudice to any other rights or remedies provided for hereunder or by law or equity, to terminate this Agreement upon notice to you without opportunity to cure the default, except where prohibited by any applicable state or federal law, whereupon this Agreement shall be terminated in accordance with the provisions of any such law:

9.1.1 If you shall, in any respect, fail to meet the Minimum Performance Schedule.

9.1.2 If you shall purport to effect any assignment other than in accordance with Section 11 hereof.

9.1.3 Except as provided in Section 11 hereof, if you attempt to sell, assign, transfer or encumber this Agreement prior to the time that at least twenty-five percent (25%) of the shops, food trucks, or food trailers to be constructed and opened for business in accordance with the Minimum Performance Schedule are, in fact, open or under construction.

9.1.4 If you make, or have made, any material misrepresentation to us in connection with obtaining this Agreement, any site approval hereunder, or any Franchise Agreement.

9.1.5 If you default in the performance of any obligation under any Franchise Agreement with us, provided such default results in the termination of the Franchise Agreement.

9.1.6 If you suffer a violation of any law, ordinance, rule or regulation of a governmental agency in connection with the operation of the Franchised Business, and permit the same to go uncorrected after notification thereof, unless there is a bona fide dispute as to the violation or legality of such law, ordinance, rule or regulation, and you promptly resort to courts or forums of appropriate jurisdiction to contest such violation or legality.

9.1.7 If you are convicted of, or have entered a plea of *nolo contendere* to, a felony, a crime involving moral turpitude, or other crime that we believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or our interests therein.

9.1.8 If any of you shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed); if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the premises or equipment is instituted

against you and not dismissed within thirty (30) days; or if the real or personal property of the business shall be sold after levy thereupon by any sheriff, marshal, or constable.

9.1.9 If you or any of your affiliates cease to operate all of the Franchised Businesses developed pursuant to the terms of this Agreement.

9.1.10 If you fail to comply with all applicable laws and ordinances relating to the Franchised Businesses developed under this Agreement, including Anti-Terrorism Laws, or if your assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you otherwise violate any such law, ordinance, or regulation.

9.2 Upon occurrence of any of the events stated in this Section 9.2, we may, without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, terminate this Agreement. Such termination shall be effective thirty (30) days after written notice (or such other notice as may be required by applicable state law) is given by us to you of any of such events, if such defaults are not cured within such period:

9.2.1 If you shall use the System or Marks, or any other names, marks, systems, insignia, symbols or rights which are our property except pursuant to, and in accordance with, a valid and effective Franchise Agreement.

9.2.2 If you violate any of the covenants as set forth in Section 12.1 of this Agreement.

9.2.3 If you shall fail to remit to us any payments pursuant to Section 2 when same are due.

9.2.4 If you shall begin work upon any Franchised Business at any site unless all the conditions stated in Section 3 hereof have been met.

9.2.5 If you fail to obtain our prior written approval or consent, including but not limited to site approval or site plan approval, as expressly required by this Agreement.

9.2.6 If you default in the performance of any other obligation under this Agreement.

9.2.7 If you open any Franchised Business for business before a Franchise Agreement for such Franchised Business has been fully executed and the initial franchise fee due to us has been paid.

## SECTION 10
## OBLIGATIONS FOLLOWING TERMINATION

10.1 Upon termination of this Agreement becoming effective for any reason, or upon expiration of the term hereof, you agree as follows:

10.1.1 To cease immediately any attempts to select sites on which to establish Franchised Businesses.

10.1.2 To cease immediately to hold yourself out in any way as a multi-unit developer of ours or to do anything which would indicate a relationship between you and us.

10.2 No right or remedy herein conferred upon or reserved to us is exclusive of any other right or remedy provided or permitted by law or in equity.

## SECTION 11
## TRANSFER OF INTEREST

11.1 This Agreement is personal to you and you shall neither sell, assign, transfer nor encumber this Agreement, the Development Rights, or any other interest hereunder, nor suffer or permit any such assignment, transfer or encumbrance to occur directly, indirectly or contingently by agreement or by operation of law without our prior written consent. You understand that this Agreement may not be pledged, mortgaged, hypothecated, given as security for an obligation or in any manner encumbered. The assignment or transfer of any interest, except in accordance with this Section shall constitute a material breach of this Agreement.

11.2 In the event of your death, disability or permanent incapacity, we shall consent to the transfer of all of your to your spouse, heirs or relatives, by blood or marriage, or if this Agreement was originally executed by more than one (1) party, then to the remaining party(ies) who originally executed this Agreement, whether such transfer is made by your Last Will and Testament or by operation of law, provided that the requirements of this Section 11 have been met. In the event that your heirs do not obtain our consent as prescribed herein, your personal representative shall have a reasonable time to dispose of your interest hereunder, which disposition shall be subject to all the terms and conditions for transfers under this Agreement.

11.3 You have represented to us that you are entering into this Agreement with the intention of complying with its terms and conditions and not for the purpose of resale of the Development Rights hereunder. Therefore, you agree that any attempt to assign this Agreement, prior to the time that at least twenty-five percent (25%) of the shop(s), food truck(s), or food trailer(s) to be constructed hereunder are opened or under construction, shall be deemed to be an event of default.

11.4 If you receive from an unaffiliated third party and desire to accept a bona fide written offer to purchase your business, Development Rights and interests, we shall have the option, exercisable within thirty (30) days after receipt of written notice setting forth the name and address of the prospective purchaser, the price and terms of such offer, and a copy of such offer and the other information stated in this Section 11.4, to purchase such business, Development Rights and interests, including your right to develop sites within the Protected Area, on the same terms and conditions as offered by said third party. In order that we may have information sufficient to enable us to determine whether to exercise this option, we may require you to deliver to us certified financial statements as of the end of your most recent fiscal year and such other information about your business and operations as we may request. If we decline or do not accept the offer in writing within thirty (30) days, you may, within thirty (30) days from the expiration of the option period, sell, assign and transfer your business, Development Rights and interest to said third party, provided we have consented to such transfer as required by this Section 11. Any material change in the terms of the offer prior to closing of the sale to such third party shall constitute a new offer, subject to the same rights of first refusal by us or our nominee, as in the case of an initial offer. Our failure to exercise the option afforded by this Section 11.4 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section with respect to the proposed transfer.

11.5 You acknowledge and agree that the restrictions on transfer imposed herein are reasonable and are necessary to protect the Development Rights, the System and the Marks, as well as our reputation and image, and are for the protection of us, you and other multi-unit developers and franchisees. Any assignment or transfer permitted by this Section 11 shall not be effective until we receive a completely executed copy of all transfer documents, and we consent in writing thereto.

11.6 Except as provided in this Section 11, we agree not to unreasonably withhold our consent to a sale, assignment or transfer by you hereunder. Consent to such transfer otherwise permitted or permissible as reasonable may be refused unless:

11.6.1 All of your obligations created by this Agreement, all other franchise documents, including all Franchise Agreements, and the relationship created hereunder are assumed by the transferee.

11.6.2 All ascertained or liquidated debts of you to us or our affiliated or subsidiary corporations are paid.

11.6.3 You are not in default hereunder.

11.6.4 We are reasonably satisfied that the transferee meets all of our requirements for new multi-unit developers, including but not limited to, good reputation and character, business acumen, operational ability, management skills, financial strength and other business considerations.

11.6.5 Transferee executes or, in appropriate circumstances, causes all necessary parties to execute, our standard form of Multi-Unit Development Agreement, Franchise Agreements for all shops, food trucks, or food trailers open or under construction hereunder, and such other then-current ancillary agreements being required by us of new multi-unit developers on the date of transfer.

11.6.6 You execute a general release, in a form satisfactory to us, of any and all claims against us, our officers, directors, employees and principal stockholders of any and all claims and causes of action that you may have against us or any subsidiary or affiliated corporations in any way relating to this Agreement or the performance or non-performance thereof by us. You also agree to subordinate any claims you may have against the transferee to us and indemnify us against any claims by the transferee relating to misrepresentations in the transfer process, specifically excluding those representations made by us in the Franchise Disclosure Document given to the transferee.

11.6.7 You or transferee pay to us a transfer fee equal to fifty percent (50%) of our then-current initial franchise fee for a single unit franchise to cover our reasonable costs in effecting the transfer.

11.7 Death or Permanent Disability.

11.7.1 The grant of rights under this Agreement is personal to you, and on your death or permanent disability, the executor, administrator, conservator, or other personal representative of yours shall be required to transfer your interest in this Agreement within six (6) months from the date of death or permanent disability to a third party approved by us. Failure to transfer in accordance with the forgoing will constitute a material default and all that is granted by this Agreement will terminate. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent such person from providing continuous and material supervision of the operation of your Franchised Businesses and remaining Minimum Performance Schedule during the six (6)-month period from its onset.

11.7.2 Upon your death or your claim of permanent disability, you or a representative of yours must notify us of such death or claim of permanent disability within ten (10) days of its occurrence. Any transfer upon death or permanent disability shall be subject to the same terms and conditions as described in this Section for any *inter vivos* transfer.

11.7.3 Immediately after your death or permanent disability, or while the rights granted under this Agreement are owned by your executor, administrator, guardian, personal representative or

trustee, your Franchised Businesses and remaining Minimum Performance Schedule shall be supervised by an interim successor manager satisfactory to us, or we, in our sole discretion, may provide interim management at a fee equal to ten percent (10%) of the gross sales generated by your Franchised Businesses during our operation thereof, plus any and all costs of travel, lodging, meals and other expenses reasonably incurred by us, pending transfer of your Franchised Businesses and remaining Minimum Performance Schedule to your lawful heirs or successors.

11.8 Our consent to a transfer of any interest by you or of any of the Development Rights pursuant to this Section shall not constitute a waiver of any claims we may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferee.

11.9 We shall have the right to assign this Agreement and all of our attendant rights and privileges to any person, firm, corporation or other entity provided that, with respect to any assignment resulting in the subsequent performance by the assignee of our functions: (i) the assignee shall, at the time of such assignment, be financially responsible and economically capable of performing our obligations; and (ii) the assignee shall expressly assume and agree to perform such obligations.

You expressly affirm and agree that we may sell our assets, our rights to the Marks or to the System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Marks (or any variation thereof) and/or the loss of association with or identification of "Acai Express Franchising Inc." as Franchisor. Nothing contained in this Agreement shall require us to remain in the food service business or to offer the same products and services, whether or not bearing the Marks, in the event that we exercise our right to assign our rights in this Agreement.

## SECTION 12
## COVENANTS

12.1 You specifically acknowledge that, pursuant to this Agreement, you will receive valuable training and confidential information, including, without limitation, secret recipes, information regarding the marketing methods and techniques of us and the System. You covenant that during the term of this Agreement, except as otherwise approved in writing by us, you shall not, either directly or indirectly, for yourself/himself, or through, on behalf of or in conjunction with any person, persons or legal entity:

12.1.1 Divert or attempt to divert any business or client of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

12.1.2 Own, maintain, advise, help, invest in, make loans to, be employed by, engage in or have any interest in any restaurant or food service business other than the Franchised Business (including any business operated by you prior to entry into this Agreement), which business is of a character and concept similar to the shop, food truck, or food trailer including a shop, food truck, or food trailer which offers and sells the same or substantially similar food products (a "Competitive Business").

12.2 You covenant that, except as otherwise approved in writing by us, you shall not, for a continuous and uninterrupted period commencing upon the expiration or termination of this Agreement, and continuing for two (2) years thereafter (and, in case of any violation of this covenant, for two (2) years

after the violation ceases), either directly or indirectly, for yourself, or through, on behalf of or in conjunction with any person, persons, partnership or corporation, own, maintain, advise, help, invest in, make loans to, be employed by, engage in or have any interest in any Competitive Business which is located within five (5) miles of any Acai Express shop, food truck or food trailer in the System.

12.3 Subsections 12.1.2 and 12.2 of this Section shall not apply to ownership by you of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation which is registered under the Securities Exchange Act of 1934.

12.4 The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 12 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 12.

12.5 You understand and acknowledge that we shall have the right, in our sole discretion, to reduce the scope of any covenant stated in Sections 12.1 and 12.2 or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof, and you agree that you shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 16 hereof.

12.6 You expressly agree that the existence of any claim you may have against us, whether or not arising from this Agreement, shall not constitute a defense to our enforcement of the covenants in this Section 12.

12.7 You acknowledge that any failure to comply with the requirements of this Section 12 would cause us irreparable injury for which no adequate remedy at law may be available, and you hereby accordingly consent to our seeking injunctive relief prohibiting any conduct by you in violation of the terms of this Section 12. We may further avail ourselves of any other legal or equitable rights and remedies which we may have under this Agreement or otherwise.

12.8 During the term of this Agreement, an officer or agent of ours shall have the right to inspect any Franchised Business in which you have an interest at reasonable times and during normal business hours to the extent reasonably necessary to determine whether the conditions of this Section 12 are being satisfied. If, by reason of such inspections or otherwise, we have reason to believe that you are not in full compliance with the terms of this Section, we shall give notice of such default to you, specifying the nature of such default. If you deny that you are in default hereunder, as specified by us, you shall have the burden of establishing that such default does not exist and shall give notice to us of your position within ten (10) days of receipt of the notice from us. Unless you so deny such default, you shall immediately take all steps to cure said default in a manner satisfactory to us.

## SECTION 13
## NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified or registered mail, return receipt requested, to the respective parties at the addresses set forth in the introductory paragraph of this Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of mailing.

## SECTION 14
## INDEPENDENT LICENSEE AND INDEMNIFICATION

14.1 You understand and agree that you are and will be our independent licensee under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. None of your employees will be considered to be our employees. Neither you nor any of your employees whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee for any purpose, most particularly with respect to any mandated or other insurance coverage as required in Article 12 of the Franchise Agreement, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. We will not have the power to hire or fire your employees. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees for qualification to perform certain functions for the Franchised Business does not directly or indirectly vest in us the power to hire, fire or control any such employee.

You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of the Franchised Business and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which you are required to comply with under this Agreement, whether set forth in our Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of the Franchised Business, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of the Franchised Business.

14.2 You shall hold yourself out to the public to be an independent licensee operating pursuant to this Agreement. You agree to take such actions as shall be necessary to that end.

14.3 You understand and agree that nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name, and that we assume no liability for, nor shall be deemed liable by reason of, any act or omission of yours or any claim or judgment arising therefrom. You shall indemnify and hold us and our officers, directors, and employees harmless against any and all such claims arising directly or indirectly from, as a result of, or in connection with your activities hereunder, as well as the cost, including reasonable attorneys' fees, of defending against them, except that the foregoing shall not apply to infringement actions regarding the Marks which are caused solely by our actions or actions caused by the negligent acts of us or our agents.

14.4 **Sole and Exclusive Employer of Your Employees**

You hereby irrevocably affirm, attest and covenant your understanding that your employees are employed exclusively by you and in no fashion are any such employee employed, jointly employed or co-employed by us. You further affirm and attest that each of your employees is under the exclusive dominion and control of you and never under the direct or indirect control of us in any fashion whatsoever. You alone hire each of your employees; sets their schedules; establishes their compensation rates; and, pays all salaries, benefits and employment-related liabilities (workers' compensation insurance premiums/payroll taxes/Social Security contributions/unemployment insurance premiums). You alone have the ability to discipline or terminate your employees to the exclusion of us, which has no such authority or ability. You further attest and affirm that any minimum staffing requirements established by us are solely for the purpose of ensuring that the Franchised Business is at all times staffed at those levels necessary to operate the Franchised Business in conformity with the System and the products, services, standards of quality and efficiency, and other Acai Express brand attributes known to and desired by the consuming public and

associated with the Proprietary Marks. You affirm, warrant and understand that you may staff the Franchised Business with as many employees as you desire at any time so long as our minimal staffing levels are achieved. You also affirm and attest that any recommendations you may receive from us regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist it to efficiently operate your Franchised Business, and that you are entirely free to disregard our recommendations regarding such employee compensation. Moreover, you affirm and attest that any training provided by us for your employees is geared to impart to those employees, with your ultimate authority, the various procedures, protocols, systems and operations of Acai Express and in no fashion reflects any employment relationship between us and such employees. Finally, should it ever be asserted that we are the employer, joint employer or co-employer of any of your employees in any private or government investigation, action, proceeding, arbitration or other setting, you irrevocably agree to assist us in defending said allegation, including (if necessary) appearing at any venue requested by us to testify on our behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that we are the employer, joint employer or co-employer of any of your employees). To the extent we are the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of you, should any such appearance by you be required or requested by us, we will recompense you the reasonable costs associated with your appearing at any such venue.

## SECTION 15
## APPROVALS

15.1 Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us for such approval or consent, and, except as otherwise provided herein, any approval or consent granted shall be in writing.

15.2 We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advise, consent or services to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

## SECTION 16
## NON-WAIVER

No failure of ours to exercise any power reserved to us under this Agreement or to insist upon compliance by you with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of our rights to demand exact compliance with the terms of this Agreement. Our waiver of any particular default shall not affect or impair our right with respect to any subsequent default of the same or of a different nature; nor shall any delay, forbearance or omission of ours to exercise any power or right arising out of any breach or default by you of any of the terms, provisions or covenants of this Agreement affect or impair our rights, nor shall such constitute a waiver by us of any rights hereunder or rights to declare any subsequent breach or default.

## SECTION 17
## SEVERABILITY AND CONSTRUCTION

17.1 Each covenant and provision of this Agreement shall be construed as independent of any other covenant or provision of this Agreement. The provisions of this Agreement shall be deemed severable.

17.2 If all or any portion of a covenant or provision of this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a decision to which we are a party, you expressly agree to be bound by any lesser covenant or provision imposing the maximum duty permitted by law which is subsumed within the terms of such covenant or provision, as if that lesser covenant or provision were separately stated in and made a part of this Agreement.

17.3 Nothing in this Agreement shall confer upon any person or legal entity other than us or you, and such of our respective successors and assigns as may be contemplated by Section 11 hereof, any rights or remedies under or by reason of this Agreement.

17.4 All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision hereof.

17.5 All references herein to gender and number shall be construed to include such other gender and number as the context may require, and all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by you shall be deemed jointly and severally undertaken by all those executing this Agreement on your behalf.

17.6 This Agreement may be executed in multiple copies, each of which shall be deemed an original.

## SECTION 18
## ENTIRE AGREEMENT; APPLICABLE LAW

This Agreement, the documents referred to herein and the Attachments attached hereto constitute the entire, full and complete agreement between us and you concerning the subject matter hereof and supersede any and all prior agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Disclosure Document that was furnished to you by us. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. This Agreement shall be interpreted and construed under the laws of the state where we maintain our headquarters, and the parties hereto consent to irrevocably submit to the jurisdiction of all courts located within the county and state where we maintain our headquarters.

## SECTION 19
## DISPUTE RESOLUTION

19.1 Except to the extent we elect to enforce the provisions of this Agreement by judicial process and injunction in our sole discretion, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not been settled through negotiation will be settled by binding arbitration within the county and state where we maintain our headquarters under the authority of such state's statutes (the "Statutes"). The arbitrator(s) will have a minimum of five (5) years of experience in franchising or distribution law and will have the right to award specific performance of this Agreement. If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in the Statutes. The proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Statutes. The decision of the arbitrator(s) will be final and binding on all parties. This Section will survive termination or non-renewal of this Agreement under any circumstances. Judgment upon the award

of the arbitrator(s) may be entered in any court having jurisdiction thereof. During the pendency of any arbitration proceeding, you and we shall fully perform our respective obligations under this Agreement.

19.2 With respect to any claims, controversies or disputes which are not finally resolved through arbitration, or as otherwise provided above, you hereby irrevocably submit yourself to the jurisdiction of the state courts and the Federal District Court closest to our headquarters. You hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision. You hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by the commonwealth of Puerto Rico or federal law. You further agree that venue for any proceeding relating to or arising out of this Agreement shall be the county and state where we maintain our headquarters; provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief or (3) involving possession or disposition of, or other relief relating to, real property, we may bring such action in any State or Federal District Court which has jurisdiction. With respect to all claims, controversies, disputes or actions, related to this Agreement or the relationship created thereby, this Agreement and any such related claims, controversies, disputes or actions shall be governed, enforced and interpreted under the law of the state where we maintain our headquarters.

19.3 You and we acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 19.2 above provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. Each of you and we further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

19.4 You and we acknowledge that the execution of this Agreement and acceptance of the terms by the parties occurred in the commonwealth of Puerto Rico, and further acknowledge that the performance of certain of your obligations arising under this Agreement, including, but not limited to, the payment of monies due hereunder and the satisfaction of certain training requirements of ours, shall occur in the commonwealth of Puerto Rico.

19.5 You and we hereby waive, to the fullest extent permitted by law, any right to or claim or any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against either party, their officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, either party shall be limited to the recovery of any actual damages sustained by it. 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 damages (including, without limitation, loss of profits) shall continue in full force and effect.

19.6 If we are required to enforce this Agreement in a judicial or arbitration proceeding, you shall reimburse us for our costs and expenses, including, without limitation, reasonable accountants', attorneys', attorney assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by you to comply with this Agreement, you shall reimburse us for any of the above-listed costs and expenses incurred by us.

## SECTION 20
## TIMELY PERFORMANCE

You hereby acknowledge that your timely development of the shops, food trucks or food trailers in the Protected Area in accordance with the Minimum Performance Schedule is of material importance to us and you. You agree, as a condition of the continuance of the rights granted hereunder, to develop and open shops, food trucks, or food trailers within the Protected Area in accordance with the Minimum Performance Schedule, to operate such shops, food trucks, or food trailers pursuant to the terms of the Franchise Agreements and to maintain all such Franchised Businesses in operation continuously. We agree to diligently act upon any request of or approval from you and any material delay in your ability to meet the Minimum Performance Schedule which is directly caused by our failure to act diligently upon a request for approval shall not constitute a default hereunder. Further, a failure or delay in performance by any party to this Agreement shall not be a default hereunder if such failure or delay arises out of or results from a Force Majeure, which for purposes of this Agreement shall be defined as fire, flood, earthquake or other natural disasters, or acts of a public enemy, war, rebellion or sabotage. Force Majeure shall not include your lack of financing.

## SECTION 21
## ACKNOWLEDGMENTS

You acknowledge the truthfulness of the statements contained in Attachment 1 hereto. Your acknowledgments are an inducement for us to enter into this Agreement. You shall immediately notify us, prior to acknowledgment, if any statement in Attachment 1 is incomplete or incorrect.

## SECTION 22
## EFFECTIVE DATE

This Agreement shall be effective as of the date it is executed by us.

The parties hereto have duly executed, sealed and delivered this Agreement in triplicate on the day and year first above written.

MULTI-UNIT DEVELOPER:

_____

Name:_____

FRANCHISOR:
ACAI EXPRESS FRANCHISING INC.

By:_____
Name:_____
Title:_____
Date:_____

**ACAI EXPRESS FRANCHISING INC.**
**MULTI-UNIT DEVELOPMENT AGREEMENT**

**ATTACHMENT 1**

**ACKNOWLEDGMENTS BY MULTI-UNIT DEVELOPER**

You hereby acknowledge the following:

You have conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of developing the Acai Express outlets contemplated hereunder. You further acknowledge that, except as may be set forth in our Disclosure Document, no representations of performance (financial or otherwise) for the Acai Express outlets to be developed hereunder have been made to you by us and you hereby waive any claim against us for any business failure you may experience as a developer under this Agreement.

_____
Initial

You agree that no claims of success or failure have been made to you prior to signing this Agreement and that you understand all the terms and conditions of this Agreement. You further acknowledge that this Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally; provided, however, nothing in this Multi-Unit Development Agreement or in any related agreement is intended to disclaim the representations made to you in our Franchise Disclosure Document.

_____
Initial

You have no knowledge of any representations by us or our officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the documents incorporated herein. You acknowledge that no representations or warranties are made or implied, except as specifically set forth herein. You represent, as an inducement to our entry into this Agreement, that you have made no misrepresentations in obtaining this Agreement.

_____
Initial

We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

_____
Initial

You acknowledge that you have received the Acai Express Franchising Inc. Franchise Disclosure Document with a complete copy of this Agreement and all related Exhibits and agreements at least fourteen (14) calendar days prior to the date on which this Agreement was executed. You further acknowledge that you have read such Franchise Disclosure Document and understand its contents.

_____
Initial

You acknowledge that you have had ample opportunity to consult with your own attorneys, accountants and other advisors and that our attorneys have not advised or represented you with respect to this Agreement or the relationship thereby created.

_____
Initial

You, together with your advisers, have sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the development rights granted by this Agreement.

_____
Initial

BY EXECUTING THIS AGREEMENT, YOU, INDIVIDUALLY AND ON BEHALF OF YOUR HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE ACAI EXPRESS FRANCHISING INC., ITS PARENTS, AFFILIATES, AND SUBSIDIARIES, AND ALL OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY US IN OUR FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY YOU.

_____
Initial

Acknowledged this day of _____.

_____
Name:_____

**ACAI EXPRESS FRANCHISING INC.**
**MULTI-UNIT DEVELOPMENT AGREEMENT**

**ATTACHMENT 2**

**MINIMUM PERFORMANCE SCHEDULE**

The Agreement authorizes and obliges Multi-Unit Developer to establish and operate _____ (_____) "Acai Express" shops, food trucks, or food trailers pursuant to a Franchise Agreement for each shop, food truck, or food trailer. The following is Multi-Unit Developer's Minimum Performance Schedule:

| Minimum Cumulative Number of Franchise Agreements for Shops, Food Trucks, or Food Trailers to be located and Operating Within the Protected Area | By this Date |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Total:_____

The Minimum Performance Schedule shall be deemed completed, and this Agreement shall expire, upon the opening of the final shop, food truck, or food trailer to be developed pursuant to this Agreement.

APPROVED:

MULTI-UNIT DEVELOPER:

_____

Name:_____

FRANCHISOR:
ACAI EXPRESS FRANCHISING INC.

By:_____
Name:_____
Title:_____

**ACAI EXPRESS FRANCHISING INC.**
**MULTI-UNIT DEVELOPMENT AGREEMENT**

**ATTACHMENT 3**

**PROTECTED AREA**

The following describes the Protected Area within which Multi-Unit Developer may locate "Acai Express" shops, food trucks, or food trailers under this Agreement:

APPROVED:

| | |
|---|---|
| MULTI-UNIT DEVELOPER: | FRANCHISOR:<br>ACAI EXPRESS FRANCHISING INC. |
| _____ | |
| Name:_____ | By:_____<br>Name:_____<br>Title:_____ |

**Exhibit C to the**
**Acai Express Franchising Inc. Franchise Disclosure Document**

# FRANCHISE AGREEMENT

**ACAI EXPRESS FRANCHISING INC.**

**FRANCHISE AGREEMENT**

_____

**FRANCHISEE**

_____

**DATE OF AGREEMENT**

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8 - Americans with Disabilities Act Certification
9 - Spousal Guaranty

**ACAI EXPRESS FRANCHISING INC.**

# FRANCHISE AGREEMENT

**THIS AGREEMENT,** entered into on _____, by and between Acai Express Franchising Inc., a Puerto Rico corporation, with its principal address at Urb. Caribe #1569 Calle Alda, Suite 302, San Juan, Puerto Rico, 00926 (herein referred to as "Franchisor", "we", "us" or "our"), and _____, a(n) _____ whose principal address is _____, and _____'s principal(s) _____, an individual residing at _____, and _____, an individual residing at _____ ("Principal(s)"), who shall be collectively referred to in this Agreement as "you", "your" or "Franchisee".

**W I T N E S S E T H:**

**WHEREAS**, as the result of the expenditure of time, skill, effort and money, we and our affiliate have developed and own a unique and distinctive system (hereinafter "System") relating to the establishment and operation of a fast-casual acai shop, food truck, or food trailer operating under the name "Acai Express" offering acai bowls, pitaya bowls, oatmeal bowls, coconut bowls, grain bowls, chia pudding bowls, protein bowls, protein poppers, smoothies, popsicles, natural juices, artisan toast, and avocado, hummus, peanut butter and Nutella toast, ice cream and quesadillas. Acai, pitaya and other fruits and ingredients are juiced and prepared onsite from fresh and frozen ingredients. The shops, food trucks and food trailers serve breakfast, lunch, dinner, and snack menus ("Franchised Business");

**WHEREAS**, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, décor, color scheme, and furnishings; Proprietary Products and ingredients; proprietary recipes and special menu items; uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; procedures for inventory, management and financial control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by us from time to time;

**WHEREAS**, the System is identified by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "Acai Express" and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by us in writing) for use in connection with the System (hereinafter referred to as "Marks");

**WHEREAS**, we and our affiliate continue to develop, use and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance and service;

**WHEREAS**, you understand and acknowledge the importance of our high standards of quality, cleanliness, appearance and service and the necessity of operating the business franchised hereunder in conformity with our standards and specifications; and

**WHEREAS**, you desire to use the System in connection with the operation of a Franchised Business at the location accepted by us as herein provided, as well as to receive the training and other assistance provided by us in connection therewith.

**NOW, THEREFORE**, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

## ARTICLE 1
## GRANT

### 1.1 Grant of Franchise

In reliance on the representations and warranties of you and your Principals hereunder, we hereby grant to you, upon the terms and conditions in this Agreement, the right and license, and you hereby accept the right and obligation, to operate an Acai Express Franchised Business under the Marks and the System in accordance with this Agreement. You and the Principals have represented to us that you have entered into this Agreement with the intention to comply fully with the obligations to construct a Franchised Business hereunder and not for the purpose of reselling the rights to develop the Franchised Business hereunder. You and the Principals understand and acknowledge that we have granted such rights in reliance on the business skill, financial capacity, personal character of, and expectations of performance hereunder by you and the Principals, and that this Agreement and the rights and obligations hereunder may not be transferred until after the Franchised Business is open for business to the public in accordance with Section 2.6, and then only in accordance with Article 16 hereof.

### 1.2 Accepted Location

The specific street address of the Franchised Business' location accepted by us shall be set forth in Attachment 1 ("Accepted Location"). You shall not relocate the Franchised Business without our express prior written consent, which consent shall not be unreasonably withheld. This Agreement does not grant to you the right or license to operate the Franchised Business or to offer or sell any products or services described under this Agreement at or from any location other than the Accepted Location.

### 1.3 Relocation

If you are unable to continue the operation of the Franchised Business at the Accepted Location because of the occurrence of a force majeure event (as described in Section 17.1.3(e)), then you may request our approval to relocate the Franchised Business to another location in the Designated Territory, as that term is defined below, which approval shall not be unreasonably withheld. Any other relocation outside the Designated Territory or a relocation of the Franchised Business not caused by force majeure shall also be subject to our prior approval. If we elect to grant you the right to relocate the Franchised Business, then you shall comply with the site selection and construction procedures set forth in Article 2. Upon our approval of your relocation request, you shall pay to us a relocation fee in the amount of Two Thousand Dollars ($2,000). We shall issue a revised Attachment 1, in accordance with Section 1.2, to reflect the new address of the Accepted Location.

### 1.4 Designated Territory

1.4.1 Upon the execution of this Agreement or when the Accepted Location is determined, whichever occurs later, you may be assigned a territory (the "Designated Territory") that will also be described in Attachment 1. You understand and acknowledge that if your Accepted Location is in a densely populated urban area or your Accepted Location is a Non-Traditional Site (as described in Section 1.5 below), you will not receive a Designated Territory.

1.4.2 The minimum area that may be granted in a suburban area for an Acai Express shop or food trailer is a one (1) mile radius from the Accepted Location. In urban areas, defined as areas with more than one million (1,000,000) in population, the Designated Territory will be limited to the address where the shop or food trailer is located.

1.4.3 In urban and suburban areas limitations will be placed on food truck locations to avoid affecting the sales of Acai Express shops and food trailers in the area:

(a) The food truck will not be allowed to operate within a one (1) mile radius of a shop or food trailer in suburban areas, and within six (6) city blocks of any franchisee's shop or food trailer in urban areas.

(b) The franchisee will sign on to the Acai Express intranet each week and list the locations it wishes to serve that week on a first-come first-served basis.

(c) We will maintain a special event or festival listing on the franchisee intranet where the first (1st) franchisee that reserves food truck or booth space at an event or festival will have the right to operate at that festival or event. Any disputes regarding who will serve the event will be arbitrated by us. A festival or other special event located within the one (1) mile radius as described in 1.4.3(a) of this section may be served by the owner of the food truck if they reserve the festival first.

1.4.4 Except as provided in this Agreement, and subject to your material compliance with this Agreement, any other agreement among you or any of your affiliates (defined for the purposes hereof as any entity that is controlled by, controlling or under common control with such other entity) and us, we shall not establish or authorize any other person or entity, other than you, to establish an Acai Express outlet in the Designated Territory during the term of this Agreement and any extensions hereof, so long as you are not in default under this Agreement or this Agreement has not been terminated. You acknowledge and understand that the rights granted hereunder pertain only to the establishment of an Acai Express business. You acknowledge and agree that our affiliates currently operate, or may in the future operate, shops, food trucks or food trailers under different marks and with operating systems that are the same as or similar to the System, and that any such businesses might compete with your Franchised Business. You further agree and acknowledge that the license granted hereby is only for the operation of one (1) Franchised Business and only at a location accepted by us. If we permit you to provide delivery services from your shop or food trailer, you are not permitted to offer delivery service outside your Designated Territory. Except as set forth in this Agreement, you are prohibited from serving and soliciting customers outside of the Designated Territory and from using alternative methods of distribution as more fully specified herein.

### 1.5 Our Reserved Rights

1.5.1 Nothing in this Agreement will prohibit us from: (a) operating and/or franchising others to operate shops identified in whole or in part by the Proprietary Marks and/or utilizing the System in the Designated Territory that are located in gas stations or convenience stores; transportation facilities, including airports, train stations, subways and rail and bus stations; military bases and government offices; sports facilities, including stadiums and arenas; amusement parks, zoos and convention centers; car and truck rest stops and travel centers; educational facilities; recreational theme parks; hospitals; business or industrial foodservice venues; venues in which foodservice is or may be provided by a master concessionaire or contract foodservice provider; Indian reservations; casinos; or any similar captive market location not reasonably available to you ("Non-Traditional Site"); (b) awarding national, regional or local licenses to third parties to sell products under the Proprietary Marks in foodservice facilities primarily identified by the third party's trademark; (c) merchandising and distributing products identified by the Proprietary Marks in the Designated Territory through any method or channel of distribution other than through the operation of a shop, food truck or food trailer including distribution of Proprietary Products through grocery stores, club stores and ethnic food stores; (d) selling and distributing products identified by the Proprietary Marks in the Designated Territory to shops, food trucks, or food trailers other than shops, food trucks, or food trailers identified by the Proprietary Marks, provided those shops, food trucks, or food trailers are not licensed to use the Proprietary Marks in connection with their retail sales; (e) selling products and services through other channels of distribution, including the internet, wholesale, mail order and catalogue; (f) developing and/or owning other franchise systems for the same or similar products and

services using trade names and trademarks other than the Proprietary Marks; and (g) purchasing, being purchased by, merging or combining with, businesses that we deem to offer direct competition to Acai Express businesses.

1.5.2 You understand and acknowledge that if any Non-Traditional Site (as described above) is located within the physical boundaries of your Designated Territory, then the premises of this Non-Traditional Site will not be included in your Designated Territory and you will have no rights to this Non-Traditional Site.

1.5.3 This Section 1.5 does not prohibit us or our affiliates from: (a) operating and franchising others to operate, during the Initial Term, Acai Express shops, food trucks, or food trailers at any location outside of the Designated Territory; (b) operating and franchising others to operate, after this Agreement terminates or expires, Acai Express shops, food trucks, food trailers at any location, including locations inside the Designated Territory; and (c) operating and franchising others to operate at any location, during or after the Initial Term, any type of shop, food trailer, or food truck other than an Acai Express business.

1.5.4 The restrictions contained in this Section do not apply to Acai Express shops, food trucks, or food trailers in operation, under lease or construction or other commitment to open in the Designated Territory as of the Effective Date.

1.5.5 Except as expressly limited by this Section 1.5, we and our affiliates have the right to conduct any business activities, under any name, in any geographic area and at any location, regardless of the proximity to the Franchised Business or the economic effect on your Franchised Business or activities under this Agreement.

### 1.6 Forms of Agreement

You acknowledge that, over time, we have entered, and will continue to enter, into agreements with other franchisees that may contain provisions, conditions and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that we and other franchisees may have different rights and obligations does not affect our or your duties to comply with the terms of this Agreement.

## ARTICLE 2
## SITE SELECTION, PLANS AND CONSTRUCTION

### 2.1 Your Responsibility to Locate a Site

You assume all cost, liability, expense and responsibility for locating, obtaining and developing a site for the Franchised Business within the Designated Territory, and for constructing and/or equipping the shop, food truck, or food trailer at such site. You shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Franchised Business unless the site is accepted by us as set forth below. You acknowledge that the location, selection, procurement and development of a site for the Franchised Business is your responsibility; that in discharging such responsibility you shall consult with real estate and other professionals of your choosing, unless we designate a supplier for these services; and that our approval of a prospective site and the rendering of assistance in the selection of a site does not constitute a representation, promise, warranty or guarantee, express or implied, by us that the Franchised Business operated at that site will be profitable or otherwise successful.

### 2.2 Site Selection

2.2.1 If you do not already have possession of a location that we have accepted upon your execution of this Agreement, then no later than sixty (60) days after you have signed this Agreement you shall locate a site for the Franchised Business that satisfies the site selection guidelines provided to you by us pursuant to Section 5.1 and submit to us in the form specified by us a description of the site, including evidence reasonably satisfactory to us demonstrating that the site satisfies our site selection guidelines, together with such other information and materials as we may reasonably require, including, but not limited to, a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. We shall have thirty (30) days after receipt of this information and materials to accept or decline, in our sole discretion, the proposed site as the location for the Franchised Business. We will conduct one (1) on-site evaluation of the proposed location for the Franchised Business. No site may be used for the location of the Franchised Business unless it is first accepted in writing by us. You acknowledge and agree that our acceptance of a location for the Franchised Business is not a warranty or guaranty, express or implied, that you will achieve any particular level of success at the location or that your Franchised Business will be profitable. Our acceptance of a location for the Franchised Business only signifies that the location meets our then-current minimum criteria for an Acai Express shop, food truck or food trailer. We reserve the right to approve deviations from our site selection standards based on the individual factors and components of a particular site, but any such approvals shall be granted in our sole discretion. If you are unable to find a suitable location for your Franchised Business within ninety (90) days after you sign the Franchise Agreement, we may grant you additional time to locate a site or we may terminate the Franchise Agreement.

2.2.2 If you elect to purchase the premises for the Franchised Business, you shall submit a copy of the proposed contract of sale to us for our written approval prior to its execution and shall furnish to us a copy of the executed contract of sale within ten (10) days after execution. If you will occupy the premises of the Franchised Business under a lease or sublease, you shall submit a copy of the lease or sublease to us for written acceptance prior to its execution and shall furnish to us a copy of the executed lease or sublease within ten (10) days after execution. No lease or sublease for the Franchised Business' premises shall be accepted by us unless a Collateral Assignment of Lease, prepared by us and executed by us, you and the lessor or sublessor, in substantially the form attached as Attachment 2, is attached to the lease and incorporated therein. We shall have ten (10) days after receipt of the lease, sublease or the proposed contract of sale to either accept or decline such documentation prior to its execution. If we do not provide our specific approval of the lease, sublease or contract of sale within this ten (10) day period, then it shall be deemed not accepted.

2.2.3 After a location for the Franchised Business is accepted by us pursuant to this Agreement, we shall set forth the Accepted Location and your Designated Territory on Attachment 1 of this Agreement and shall provide a copy thereof to you. Attachment 1, as completed by us, shall be incorporated herein and made a part hereof. You shall notify us within fifteen (15) days of any error or rejection of Attachment 1; otherwise, Attachment 1 provided to you shall be deemed final.

### 2.3 Zoning Clearances, Permits and Licenses

You shall be responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the Franchised Business' premises. Prior to beginning the construction of the Franchised Business, you shall (i) obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Franchised Business, and (ii) certify in writing to us that the insurance coverage specified in Article 12 is in full force and effect (or provide us with a certificate of insurance evidencing coverage) and that all required approvals, clearances, permits and certifications have

been obtained. Upon written request, you shall provide to us additional copies of your insurance policies or certificates of insurance and copies of all such approvals, clearances, permits and certifications.

### 2.4 Design of Franchised Business

You must obtain any architectural, engineering and design services required for the construction of the Franchised Business at your own expense from an architectural design firm approved or designated by us. You shall adapt the prototypical architectural and design plans and specifications for construction of the Franchised Business provided to you by us in accordance with Section 5.3 as necessary for the construction of the Franchised Business and shall submit such adapted plans to us for our review. If we determine, in our reasonable discretion, that any such plans are not consistent with the best interests of the System, we may prohibit the implementation of such plans, and in this event, will notify you of any objection(s) within ten (10) days of receiving such plans. If we fail to notify you of an objection to the plans within this time period, you may use such plans. If we object to any such plans, we shall provide you with a reasonably detailed list of changes necessary to make the plans acceptable. We shall, upon a re-submission of the plans with such changes, notify you within ten (10) days of receiving the resubmitted plans whether the plans are acceptable. If we fail to notify you in writing of any objection within such time period, you may use the resubmitted plans. You acknowledge that our review of such plans relates only to compliance with the System and that acceptance by us of such plans does not constitute a representation, warranty, or guarantee, express or implied, by us that such plans are accurate or free of error concerning their design or structural application.

### 2.5 Build-Out of Franchised Business

You shall commence and diligently pursue construction or remodeling (as applicable) of the Franchised Business. Commencement of construction shall be defined as the time at which any site work is initiated by you or on your behalf at the location accepted for the Franchised Business. Site work includes, without limitation, paving of parking areas, installing outdoor lighting and sidewalks, extending utilities, demising of interior walls and demolishing of any existing premises. During the time of construction or remodeling, you shall provide us with such periodic reports regarding the progress of the construction or remodeling as may be reasonably requested by us. In addition, we may make such on-site inspections as we may deem reasonably necessary to evaluate such progress. You shall notify us of the scheduled date for completion of construction or remodeling no later than thirty (30) days prior to such date. Within a reasonable time after the date of completion of construction or remodeling, we may, at our option, conduct an inspection of the completed Franchised Business. You acknowledge and agree that you will not open the Franchised Business for business without our written authorization and that authorization to open shall be conditioned upon your strict compliance with this Agreement and your certification to us, in the form attached hereto as Attachment 8, that the Franchised Business has been constructed in compliance with the Americans with Disabilities Act.

### 2.6 Opening Date; Time is of the Essence

You acknowledge that time is of the essence. Subject to your compliance with the conditions stated below, you shall open the Franchised Business and commence business not later than twelve (12) months following the execution of this Agreement. The date the Franchised Business actually opens for business to the public is herein called the "Opening Date". Prior to opening, you shall complete all exterior and interior preparations for the Franchised Business, including installation of equipment, fixtures, furnishings and signs, pursuant to the plans and specifications reasonably approved by us, and shall comply with all of your other pre-opening obligations, including, but not limited to, those obligations described in Sections 6.2 through 6.6, to our reasonable satisfaction. If you fail to reasonably comply with any of such obligations, except for delay caused by a force majeure event as described in Section 17.1.3(e), we shall have the right to prohibit you from commencing business. Prior to opening the Franchised Business, and

before any renovation to the Franchised Business, you shall execute an Americans with Disabilities Act Certification in the form attached to this Agreement as Attachment 8 that certifies in writing to us that the Franchised Business and any proposed renovations comply with the Americans with Disabilities Act. If you are unable to open your Franchised Business within the timeframe required herein, we may provide you with an extension of this timeframe or we may terminate this Agreement.

## ARTICLE 3
## TERM AND SUCCESSOR OPTION

### 3.1 Term

Unless sooner terminated as provided in Article 17 hereof, the term of this Agreement shall continue from the date stated on the first page hereof for a period of ten (10) years.

### 3.2 Successor Option

Two (2) additional successor terms of ten (10) years each shall be granted automatically, provided the conditions set forth in this Section 3.2 are met.

3.2.1 You shall have been, throughout the initial term of this Agreement, in substantial compliance, and at the expiration of such initial term are in full compliance, with this Agreement, your lease or sublease and all other agreements between you and us or companies or persons associated or affiliated with us.

3.2.2 You shall, within six (6) months before the expiration of the initial term, but not later than three (3) months before the expiration of the initial term, provide written notice to us that you wish to enter into a successor franchise agreement, and we, in turn, shall provide you with any documents that you are required to execute for the successor term, which documents may include, but are not limited to, a general release, our then-current Franchise Agreement and all other ancillary agreements, instruments and documents then customarily used by us in the granting of Acai Express franchises. You may be asked to sign a contract with materially different terms and conditions than your original Franchise Agreement, but the boundaries of your territory will remain the same, and the fees shall be substantially the same as those included in Franchise Agreements being executed at the time the successor term commences, and you shall not be obligated to pay a further initial franchise fee, but instead shall be required to pay a successor agreement fee equal to Five Thousand Dollars ($5,000) (the "Successor Franchise Documents").

3.2.3 You shall execute the Successor Franchise Documents and all other documents and instruments that we require in order to enter into a success Franchise Agreement. You shall return the executed Successor Franchise Documents to us, together with payment of the successor agreement fee equal to Five Thousand Dollars ($5,000), by no later than the expiration date of the initial term. If we do not receive the executed documents and successor agreement fee by such expiration date, then this Agreement shall expire, you shall have no further rights under this Agreement, and you shall comply with the provisions of Article 18 and any other provisions that survive termination or expiration of this Agreement.

3.2.4 After we have received from you all executed Successor Franchise Documents and the successor agreement fee, we shall inspect your Franchised Business to determine the extent of any required updating, remodeling, redecorating or other refurbishment in order to bring the Franchised Business up to our then-current image and standards for new Acai Express businesses. We will provide notice to you of the modifications you shall be required to make, and you shall have six (6) months from the date of such notice to effectuate such modifications. If you fail or refuse to make the required modifications, we shall have the right to terminate the Successor Franchise Documents.

3.2.5 If you do not wish to enter into a successor franchise agreement, you must provide us with notice of this election no later than sixty (60) days before your agreement expires. If you do not pay the successor agreement fee and sign the documents we require, a successor term will not be granted.

3.2.5 Notwithstanding anything herein to the contrary, we reserve the right not to enter into a successor franchise agreement for your franchise as a result of a decision to withdraw from a marketing area or the Designated Territory in which your Franchised Business is located.

### 3.3 Refusal to Grant Successor Term

We can refuse to grant a successor term for your franchise if your lease, sublease or other document by which you have the right to occupy the Accepted Location is not extended to cover the period of the successor term before your successor term is to take effect or if you do not have a written commitment from your landlord to renew the lease or sublease for a period at least equal to the successor term. We may also refuse to grant you a successor term for your franchise under other circumstances, including, but not limited to, your failure to substantially comply with the terms of this Agreement, your failure to pay amounts owed to us when due, or your failure to cure of any defaults incurred during the initial term of this Agreement, if applicable.

### 3.4 Successor Term Under Law

Even though we decline to grant you a successor term for your franchise, it is possible that we can be required to grant you a successor term under a law, rule, regulation, statute, ordinance, or legal order that is applicable at the time. If that happens, to the extent it is allowed by the applicable law, rule, regulation, statute, ordinance or order, your successor term will be subject to the conditions of the Franchise Agreement we are using for new franchisees at the time the successor period begins. If we are not then offering new franchises, your successor period will be subject to the terms in the then-current Franchise Agreement that we indicate. If for any reason that is not allowed, the successor term will be governed by the terms of this Agreement.

### 3.5 Your Election Not to Sign a Successor Franchise Agreement

For the purposes hereof, you shall be deemed to have irrevocably elected not to enter into a successor franchise agreement for the franchise hereunder (and the option to do so shall thereupon terminate) if you fail to execute and return to us any of the Successor Franchise Documents required by us for a successor franchise, together with payment of our then-current successor agreement fee, or if you provide written notice to us within the final sixty (60) days of the initial term indicating that you do not wish to sign a successor franchise agreement.

## ARTICLE 4
## FEES

### 4.1 Initial Franchise Fee

You shall pay to us an initial franchise fee of Twenty-Five Thousand Dollars ($25,000) which shall be paid upon the execution of this Agreement. The amount of the initial franchise fee when so paid shall be deemed fully earned in consideration of the administrative and other expenses incurred by us in granting the franchise hereunder and for our lost or deferred opportunity to grant such franchise to any other party. If you are unable to find a suitable location for your Franchised Business within ninety (90) days after you sign the Franchise Agreement or if your general manager or Operating Partner (as defined in Section 6.2.6) have been unable to complete our initial training program to our satisfaction (after giving the general manager or Operating Partner the opportunity to re-take our training program), we have the right to

terminate the Franchise Agreement. You must sign any documents we require, including a confidentiality agreement and general release. The initial franchise fee is not refundable under any other circumstances.

### 4.2 Royalty Fees

4.2.1 During the term of this Agreement, you shall pay to us, in partial consideration for the rights herein granted, a continuing weekly royalty fee of six percent (6%) of Gross Sales ("Royalty Fee"). Such Royalty Fee shall be due and payable on Wednesday of each week based on the Gross Sales for the preceding week ending Sunday, provided that such day is a business day. If the date on which such payments would otherwise be due is not a business day, then payment shall be due on the next business day.

4.2.2 Each such Royalty Fee shall be preceded by a royalty report itemizing the Gross Sales for the preceding week ending Sunday ("Royalty Report") and any other reports required hereunder. Notwithstanding the foregoing, you shall provide us with such Royalty Report by Tuesday of each week by facsimile transmission or such other method of delivery as we may reasonably direct. As stated herein, we have the right to poll your point-of-sale system directly to obtain such Gross Sales information, but this does not diminish your responsibility to provide us with the required Royalty Report.

4.2.3 If any state imposes a sales or other tax on the Royalty Fees, then we have the right to collect this tax from you.

### 4.3 Brand Development Fee

4.3.1 In addition to the Royalty Fee described in Section 4.2 above, you agree to pay to us a brand development fee in an amount equal two percent (2%) of the Franchised Business' Gross Sales for the first year. We shall have the right, with sixty (60) days' prior written notice to you, to annually increase the brand development fee up to the maximum amount of four percent (4%) of Gross Sales.

4.3.2 Such amount shall be contributed to a brand development fund maintained by us, as described in Section 8.3 below. If the brand development fund has not yet been established when this Agreement is executed by you and us, then you shall begin paying this brand development fee upon thirty (30) days' advance notice from us that the brand development fund has been established. The brand development fee is payable to us at the same time and together with the Royalty Fee.

### 4.4 Payments to Us

By executing this Agreement, you agree that we shall have the right to withdraw funds from your designated bank account each week by electronic funds transfer ("EFT") in the amount of the Royalty Fee, brand development fee and any other payments due to us and/or our affiliates. If you do not provide the Royalty Report when required, we may debit your account for one hundred twenty percent (120%) of the last Royalty Fee and brand development fee that we debited. If the Royalty Fee and brand development fee we debit are less than the Royalty Fee and brand development fee you actually owe to us, once we have been able to determine the Franchised Business' true and correct Gross Sales, we will debit your account for the balance on a day we specify. If the Royalty Fee and brand development fee we debit are greater than the Royalty Fee and brand development fee you actually owe, we will credit the excess against the amount we otherwise would debit from your account during the following week. You shall, upon execution of this Agreement or at any time thereafter at our request, execute such documents or forms as we or your bank determine are necessary for us to process EFTs from your designated bank account for the payments due hereunder. If payments are not received when due, interest may be charged by us in accordance with Section 4.5 below. Upon written notice to you, you may be required to pay such fees directly to us in lieu of EFT, at our sole discretion.

### 4.5 Interest on Overdue Amounts

You shall not be entitled to withhold payments due us under this Agreement on grounds of alleged non-performance by us hereunder. Any payment or report not actually received by us on or before its due date shall be deemed overdue. Time is of the essence with respect to all payments to be made by you to us. All unpaid obligations under this Agreement shall bear interest from the date due until paid at the lesser of (i) eighteen percent (18%) per annum; or (ii) the maximum rate allowed by applicable law. Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum rate allowed by applicable law. If any excess of interest is provided for herein, or shall be adjudicated to be so provided in this Agreement, the provisions of this paragraph shall govern and prevail, and neither you nor your Principals shall be obligated to pay the excess amount of such interest. If for any reason interest in excess of the maximum rate allowed by applicable law shall be deemed charged, required or permitted, any such excess shall be applied as a payment and reduction of any other amounts which may be due and owing hereunder, and if no such amounts are due and owing hereunder then such excess shall be repaid to the party that paid such interest.

### 4.6 Definition of Gross Sales and Net Sales

"Gross Sales" shall mean the total selling price of all services and products and all income of every other kind and nature related to the Franchised Business, whether for cash or credit and regardless of collection in the case of credit. If a cash shortage occurs, the amount of Gross Sales will be determined based on the records of the point-of-sale system and any cash shortage will not be considered in the determination. Gross Sales expressly excludes taxes collected from your customers and paid to the appropriate taxing authority and customer refunds or adjustments.

"Net Sales" under the Franchise Agreement, is the amount of sales generated after the deduction of returns, allowances for damaged or missing goods and any discounts allowed.

### 4.7 Insufficient Funds Fees

If there are not sufficient funds in your account to permit us to debit the account for the payments you owe us, you will pay to us an insufficient funds fee equal to two Hundred and Fifty Dollars ($250) per occurrence. This fee is in addition to interest on any overdue amount, as described in Section 4.5 above, and any fees charged by your bank. If you incur three (3) insufficient funds fees within any twelve (12) month period, we may terminate this Agreement without providing you the opportunity to cure the default.

### 4.8 Payment of Additional Fees

You shall pay such other fees or amounts described in this Agreement.

## ARTICLE 5
## OUR OBLIGATIONS

We agree to provide the services described below with regard to the Franchised Business:

### 5.1 Site Selection Guidelines

We will provide our written site selection guidelines and such site selection assistance as we may deem advisable.

### 5.2 On-Site Evaluation

We will conduct one (1) on-site evaluation of a site that you propose to use for your Franchised Business provided that we have received all required information and materials concerning such site prepared pursuant to Article 2.

### 5.3 Design Plans

We will provide, on loan, one (1) set of prototypical architectural and/or design plans and specifications for a shop, food truck or food trailer. You shall, at your expense, have such architectural and/or design plans and specifications adapted for construction or design of the Franchised Business in accordance with Article 2 using an architect or designer that we have approved or designated.

### 5.4 Confidential Operations Manual

On loan, one (1) set of Confidential Operations Manuals and such other manuals and written materials as we shall have developed for use in the Franchised Business (as the same may be revised by us from time to time, the "Manuals"), as more fully described in Section 10.1. The Manuals may, in our discretion, be provided electronically or via an intranet website for all Acai Express businesses in the System.

### 5.5 Visits and Evaluations

Visits to the Franchised Business and evaluations of the products sold and services rendered therein from time to time as reasonably determined by us, as more fully described in Section 7.5.6.

### 5.6 Marketing and Promotional Materials

Certain marketing and promotional materials and information developed by us and/or our affiliate from time to time for use by you in conducting in-store marketing and local marketing for the Franchised Business at a reasonable cost to you. We shall have the right to review and approve or disapprove all marketing and promotional materials that you propose to use, pursuant to Article 8.

### 5.7 Management and Operations Advice

Advice and written materials concerning techniques of managing and operating the Franchised Business from time to time developed by us, including new developments and improvements in food service equipment, food products and the packaging and preparation thereof and menu items. Notwithstanding the foregoing, you understand and acknowledge that we reserve the right, in our sole discretion, to grant to certain Acai Express businesses variances from our standard menu to accommodate regional or local tastes or ingredients. Nothing in this Agreement requires us to grant to you a similar variance.

### 5.8 Products for Resale

From time to time and at our reasonable discretion, at a reasonable cost, make available for resale to your customers certain merchandise identifying the System, such as logoed merchandise and memorabilia, and other proprietary products in sufficient amounts to meet customer demand. We may specify that you must purchase such merchandise from us, our affiliate, or another designated supplier.

### 5.9 Approved Suppliers

A list of approved suppliers as described in Section 7.4 from time to time as we deem appropriate.

### 5.10 Initial Training Program

An initial training program for up to two (2) trainees, as well as other training programs in accordance with the provisions of Section 6.4.

### 5.11 Opening Assistance

On-site opening assistance at the Franchised Business in accordance with the provisions of Section 6.4.

### 5.12 Brand Development Fund; Marketing Cooperatives

Establishment and administration of a brand development fund and/or marketing cooperatives in accordance with Article 8.

## ARTICLE 6
## YOUR AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

### 6.1 Use Commercially Reasonable Efforts

Each of you and the Principals covenants and agrees that they shall make all commercially reasonable efforts to operate the Franchised Business so as to achieve optimum sales.

### 6.2 Representations of Corporate Entity

If you are a corporation, limited liability company, or partnership, you represent, warrant and covenant that:

6.2.1 You are duly organized and validly existing under the state law of your formation;

6.2.2 You are duly qualified and are authorized to do business in each jurisdiction in which your business activities or the nature of the properties owned by you require such qualification;

6.2.3 Your corporate charter, operating agreement, or written partnership agreement shall at all times provide that your activities are confined exclusively to the operation of the Franchised Business, unless otherwise consented to in writing by us;

6.2.4 The execution of this Agreement and the consummation of the transactions contemplated hereby are within your corporate power, if you are a corporation, or if you are a limited liability company, permitted under your operating agreement, or if you are a partnership, permitted under your written partnership agreement and have been duly authorized by you;

6.2.5 If you are a corporation or a limited liability company, copies of your articles of incorporation, bylaws, operating agreement, other governing documents, any amendments thereto, resolutions of the Board of Directors authorizing entry into and performance of this Agreement, and any certificates, buy-sell agreements or other documents restricting the sale or transfer of stock of the corporation, and any other documents as may be reasonably required by us shall be furnished to us prior to the execution of this Agreement; or, if you are a partnership, copies of your written partnership agreement, other governing documents and any amendments thereto shall be furnished to us prior to the execution of this Agreement, including evidence of consent or approval of the entry into and performance of this Agreement by the requisite number or percentage of partners, if such approval or consent is required by your written partnership agreement;

6.2.6 If you are a corporation, partnership or other form of legal entity other than an individual, the ownership interests in you are accurately and completely described in Attachment 3. Additionally, one of your Principals shall be named in hereunder as the "Operating Partner" and shall be held responsible by us for the general oversight and management of the Franchised Business on behalf of you and shall be designated on Attachment 3. Further, if you are a corporation, you shall maintain at all times a current list of all owners of record and all beneficial owners of any class of voting securities in you or, if you are a partnership or other form of legal entity, you shall maintain at all times a current list of all owners of an interest in the partnership or entity. You shall immediately provide a copy of the updated list of all owners to us upon the occurrence of any change of ownership and otherwise make your list of owners available to us upon reasonable written request;

6.2.7 If you are a corporation, you shall maintain stop-transfer instructions against the transfer on your records of any of equity securities and each stock certificate representing stock of the corporation shall have conspicuously endorsed upon it a statement in a form satisfactory to us that it is held subject to all restrictions imposed upon assignments by this Agreement. If you are a partnership or limited liability company, your written agreement shall provide that ownership of an interest in the entity is held subject to all restrictions imposed upon assignments by this Agreement;

6.2.8 You must have provided us with your most recent financial statements. Such financial statements present fairly your financial position, at the dates indicated therein and with respect to you, the results of your operations and your cash flow for the years then ended. You agree that you shall maintain at all times, during the term of this Agreement, sufficient working capital to fulfill your obligations under this Agreement. Each of the financial statements mentioned above shall be certified as true, complete and correct and shall have been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis. No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise, which are not reflected as liabilities on your financial statements.

6.2.9 You acknowledge and agree that the representations, warranties and covenants set forth above in Sections 6.2.1 through 6.2.8 are continuing obligations of you and the Principals, as applicable, and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement. You and the Principals will cooperate with us in any efforts made by us to verify compliance with such representations, warranties and covenants.

### 6.3 General Manager

You shall designate and retain at all times a minimum of one (1) general manager ("General Manager") to direct the operation and management of the Franchised Business. The General Manager shall be responsible for the daily operation of the Franchised Business and may be one of the Principals. However, the Operating Partner is not permitted to be a General Manager. The General Manager shall, during the entire period he/she serves as General Manager, meet the following qualifications:

6.3.1 The General Manager shall satisfy our educational and business experience criteria as set forth in the Manuals, as defined herein or otherwise in writing by us;

6.3.2 The General Manager shall devote full time and best efforts to the supervision and management of the Franchised Business;

6.3.3 The General Manager shall be an individual acceptable to us; and

6.3.4 The General Manager shall satisfy the training requirements set forth in Section 6.4. If, during the term of this Agreement, the General Manager is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section, you shall promptly (not later than seven (7) days after the event) notify us and designate a replacement within thirty (30) days after the General Manager ceases to serve, such replacement being subject to the same qualifications listed above (including completing all training and obtaining all certifications required by us). You shall provide for interim management of the Franchised Business until such replacement is so designated, such interim management to be conducted in accordance with the terms of this Agreement. Any failure to materially comply with the requirements of this Section 6.3 shall be deemed a material event of default under Section 17.1.3(o) hereof.

### 6.4 Training

You agree that it is necessary to the continued operation of the System and the Franchised Business that your personnel receive such training as we may reasonably require, and accordingly agree as follows:

6.4.1 Not later than thirty (30) days prior to the Opening Date, two (2) trainees (the General Manager and the Operating Partner) shall have completed, to our reasonable satisfaction, our mandatory initial training program, conducted at our headquarters in San Juan, Puerto Rico, or at such location(s) as may be designated by us. Our initial training program lasts for approximately five (5) days. If you request that we provide our initial training program to any additional trainees, you shall pay our then-current, per person training fee for each additional trainee.

6.4.2 We shall determine, in our reasonable discretion, whether the General Manager and the Operating Partner have satisfactorily completed initial training. If the initial training program is (a) not completed within the timeframe required by us, (b) not satisfactorily completed by the General Manager or Operating Partner, or (c) if we in our reasonable business judgment, based upon the performance of the General Manager or Operating Partner, determine that the training program cannot be satisfactorily completed by any such person, you shall designate a replacement to satisfactorily complete such training, at your expense, before you will be permitted to commence operations. If the replacement General Manager or Operating Partner cannot satisfactorily complete the initial training program, then we have the right to terminate this Agreement. Any General Manager subsequently designated by you shall also receive and complete such initial training. We reserve the right to charge a reasonable fee for providing our initial training program to any replacement or successor General Manager or other of your personnel. You shall be responsible for any and all expenses incurred by the General Manager, Operating Partner and other of your personnel in connection with any initial training program, including, without limitation, costs of travel, lodging, meals and applicable wages.

6.4.3 In connection with the opening of your first (1st) Franchised Business, we shall provide you with one (1) of our instructors to provide on-site initial opening training and assistance for up to ten (10) days. For the opening of your second (2nd) Franchised Business, we shall provide you with one (1) instructor for up to five (5) days of on-site initial opening training and assistance, and for your third (3rd) Franchised Business, one (1) instructor for up to three (3) days. If you request that our instructor provide additional days of on-site assistance, you agree to all expenses our instructor incurs while providing the additional assistance, including, without limitation, our then-current per diem fee and travel, lodging and meals expenses. If this Agreement is for your second (2nd) or later Franchised Business, we reserve the right to reduce the duration of such instructor's visit.

6.4.4 Upon your reasonable request or if we determine that additional training or assistance is necessary, we shall, during the term hereof and subject to the availability of personnel, provide you with trained representatives who shall provide on-site remedial training and assistance to your

Franchised Business' personnel. For this additional training and assistance, you shall pay the per diem fee then being charged to franchisees under the System for the services of such trained representatives, plus their costs of travel, lodging, and meals.

6.4.5 We reserve the right to conduct additional or refresher training programs, seminars and other related activities regarding the operation of the Franchised Business. Such training programs and seminars may be offered to you, your managers or other of your Franchised Business' personnel generally, and we may designate that such training programs and seminars are mandatory for your General Manager, Operating Partner, or other of your Franchised Business' personnel. We do not anticipate charging a fee for any refresher training, but you will pay for all of the expenses incurred by your trainees, including travel, lodging, meals and wages.

### 6.5 Franchisee Meetings

We reserve the right to hold meetings for all franchisees and other Acai Express business operators, which meetings shall not occur more frequently than annually. We shall not be required to hold such meetings until we believe it is prudent to do so. These meetings may be used to provide additional training, introduce new products or changes to the System, or for other reasons. We reserve the right to designate that attendance at any franchisee meeting is mandatory for your General Manager, Operating Partner and/or other of your Franchised Business' personnel. You will pay a fee in the amount of Three Hundred Dollars ($300) per person, payable to us for the cost of presenting the annual meeting which can last up to three (3) days. You will be responsible for all of the expenses incurred by your attendees at the meeting, including travel, lodging, meals and wages. We will designate the location of any franchisee meeting, such as a resort hotel, but we will not designate an unreasonably expensive site.

### 6.6 Compliance with Laws

You shall comply with all requirements of federal, state and local laws, rules, regulations, and orders, including but not limited to obtaining the appropriate licenses and permits required by your local or state government.

You and your Principals agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your Principals certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your Principals otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean 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. Any violation of the Anti-Terrorism Laws by you or your Principals, or any blocking of your or your Principals' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

### 6.7 Compliance with All Other Obligations

You shall comply with all other requirements and perform such other obligations as provided hereunder.

### 6.8 Guaranty

If any Principal is a married individual and the Principal's spouse has not executed this Agreement, such Principal shall cause his or her spouse to personally execute and bind himself or herself to the terms of a Guaranty, in the form attached as Attachment 9.

## ARTICLE 7
## FRANCHISE OPERATIONS

### 7.1 Compliance with Standards

You understand the importance of maintaining uniformity among all of the shops, food trucks, or food trailers and the importance of complying with all of our standards and specifications relating to the operation of the shop, food truck, or food trailer.

### 7.2 Maintenance of Franchised Business

7.2.1 You shall maintain the Franchised Business in a high degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements thereto (but no others without our prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment (including, but not limited to, point-of-sale or computer hardware and software systems), and décor as we may reasonably direct in order to maintain System-wide integrity and uniformity. You shall also obtain, at your cost and expense, any new or additional equipment (including point-of-sale or computer hardware and software systems), fixtures, supplies and other products and materials which may be reasonably required by us for you to offer and sell new menu items from the Franchised Business or to provide the Acai Express services by alternative means, such as through catering or delivery arrangements. Except as may be expressly provided in the Manuals, no material alterations or improvements or changes of any kind in design, equipment, signs, interior or exterior décor items, fixtures or furnishings shall be made in or about the Franchised Business or its premises without our prior written approval, which shall not be unreasonably withheld.

7.2.2 In the event we notify you of any additions, alterations, repairs and replacements required to be made to your Franchised Business or the Accepted Location and you fail to make such additions, alterations, repairs and replacements within the timeframe we require, we shall have the right, without liability for trespass or tort, to enter the Accepted Location and make the additions, alterations, repairs and replacements, and you agree to promptly reimburse us for our expenses in so acting.

### 7.3 Remodeling and Redecorating

To assure the continued success of the Franchised Business, you shall, upon our request, remodel and/or redecorate the Franchised Business' premises, equipment (including point-of-sale or computer hardware and software systems), signs, interior and exterior décor items, fixtures, furnishings, supplies and other products and materials required for the operation of the Franchised Business to our then-current System-wide standards and specifications. We agree that we shall not request such remodeling and/or redecorating more frequently than every five (5) years during the term of this Agreement, except that if the Franchised Business is transferred pursuant to Article 14, we may request that the transferee remodel and/or redecorate the Franchised Business' premises as described herein.

### 7.4 Approved Suppliers

7.4.1 You shall comply with all of our standards and specifications relating to the purchase of all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (including point-of-sale and computer hardware and software systems) and other products used or offered for sale at the Franchised Business. Except as provided in Sections 7.6 and 7.7 with respect to certain materials bearing the Marks and proprietary products, you shall obtain such items from suppliers (including manufacturers, distributors and other sources) who continue to demonstrate the ability to meet our then-current standards and specifications for food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment and other items used or offered for sale at Acai Express businesses and who possess

adequate quality controls and capacity to supply your needs promptly and reliably; and who have been approved in writing by us prior to any purchases by you from any such supplier; and who have not thereafter been disapproved by us.

7.4.2 If you desire to purchase, lease or use any products or other items from an unapproved supplier, you shall submit to us a written request for such approval, or shall request the supplier itself to do so. You shall reimburse the reasonable expenses we incur related to our evaluation of the proposed product or supplier, but not more than Five Thousand Dollars ($5,000). You shall not purchase or lease from any supplier until and unless such supplier has been approved in writing by us. We shall have the right to require that our representatives be permitted to inspect the proposed supplier's facilities, and that samples from the supplier be delivered, either to us or to an independent laboratory designated by us, for testing. We reserve the right, at our option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke our approval upon the supplier's failure to continue to meet any of our then-current criteria. Nothing herein shall be construed to require us to approve any particular supplier.

7.4.3 You understand and acknowledge that we may periodically receive payments from approved suppliers, such as in the form of rebates, based on such approved suppliers' sales of products and services to our franchisees. We reserve the right to direct that any supplier rebates, refunds, advertising allowances, or other consideration payable or paid as a result of your purchases of non-proprietary goods, services or equipment be paid to us or any affiliate that we may designate. If we do so, then you hereby acknowledge that you will not assert any interest in such monies.

### 7.5 Operation of Franchised Business in Compliance with Our Standards

To ensure that the highest degree of quality and service is maintained, you shall operate the Franchised Business in strict conformity with such of our methods, standards and specifications set forth in the Manuals and as may from time to time otherwise be prescribed in writing. In particular, you also agree:

7.5.1 To sell or offer for sale all menu items, Proprietary Products and other products and services required by us and in the method, manner and style of distribution prescribed by us and only as expressly authorized by us in writing in the Manuals or otherwise in writing.

7.5.2 To sell and offer for sale only the menu items, Proprietary Products and other products and services that have been expressly approved for sale in writing by us; to refrain from deviating from our standards and specifications without our prior written consent; and to discontinue selling and offering for sale any menu items, products or services which we may, in our sole discretion, disapprove in writing at any time. Notwithstanding the foregoing, you understand and agree that we have the right, in our sole discretion, to grant to certain Acai Express businesses variances from our standard menu to accommodate regional or local tastes or ingredients, and that nothing in this Agreement requires us to grant to you a similar variance.

7.5.3 To maintain in sufficient supply and to use and sell at all times only such food and beverage items, ingredients, Proprietary Products, other products, materials, merchandise, supplies and paper goods that conform to our standards and specifications; to prepare all menu items in accordance with our recipes and procedures for preparation contained in the Manuals or other written directives, including, but not limited to, the prescribed measurements of ingredients; and to refrain from deviating from our standards and specifications by the use or offer of non-conforming items or differing amounts of any items, without our prior written consent.

7.5.4 To permit us or our agents, during normal business hours, to remove a reasonable number of samples of food or non-food items from your inventory or from the Franchised Business without payment therefor, in amounts reasonably necessary for testing by us or an independent laboratory to determine whether such samples meet our then-current standards and specifications. In addition to any other remedies we may have under this Agreement, we may require you to bear the cost of such testing if the supplier of the item has not previously been approved by us or if the sample fails to conform with our reasonable specifications.

7.5.5 To purchase or lease and install, at your expense, all fixtures, furnishings, equipment (including point-of-sale and computer hardware and software systems), décor items, signs, delivery vehicles, and related items as we may reasonably direct from time to time in the Manuals or otherwise in writing; and to refrain from installing or permitting to be installed on or about the Franchised Business' premises, without our prior written consent, any fixtures, furnishings, equipment, delivery vehicles, décor items, signs, games, vending machines or other items not previously approved as meeting our standards and specifications. If any of the property described above is leased by you from a third party, such lease shall be approved by us, in writing, prior to execution. Our approval shall be conditioned upon such lease containing a provision which permits any interest of yours in the lease to be assigned to us upon the termination or expiration of this Agreement and which prohibits the lessor from imposing an assignment or related fee upon us in connection with such assignment.

7.5.6 To grant us and our agents the right to enter upon the Franchised Business' premises and any delivery/catering vehicle, during normal business hours, for the purpose of conducting inspections; to cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from us or our agents and without limiting our other rights under this Agreement, to take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Should you, for any reason, fail to correct such deficiencies within a reasonable time as determined by us, we shall have the right and authority (without, however, any obligation to do so) to correct such deficiencies and charge you a reasonable fee for our expenses in so acting, payable by you immediately upon demand. In addition, we may require you to attend remedial training at our headquarters or we may send a trainer to your Franchised Business to provide remedial training, at your expense, which may include training or per diem fees and travel and living expenses.

7.5.7 To maintain a competent, conscientious, trained staff and to take such steps as are necessary to ensure that your employees preserve good customer relations and comply with such dress code as we may reasonably prescribe from time to time.

7.5.8 To install and maintain equipment and a telecommunications line in accordance with our specifications to permit us to access and retrieve by telecommunication any information stored on a point-of-sale system (or other computer hardware and software) you are required to utilize at the Franchised Business' premises as specified in the Manuals, thereby permitting us to inspect and monitor electronically information concerning your Franchised Business' Gross Sales, Net Sales and such other information as may be contained or stored in such equipment and software. You shall obtain and maintain high speed internet access and/or other means of electronic communication, as specified by us from time to time. It shall be a material default under this Agreement if you fail to maintain such equipment, lines and communication methods in operation and accessible to us at all times throughout the term of this Agreement. We shall have access as provided herein at such times and in such manner as we shall from time to time specify.

7.5.9 To honor all credit, charge, courtesy or cash cards or other credit devices required or approved by us. You must obtain our written approval prior to honoring any previously unapproved credit, charge, courtesy or cash cards or other credit devices.

7.5.10 To sell or otherwise issue gift cards or certificates (together "Gift Cards") that have been prepared utilizing the standard form of Gift Card provided or designated by us, and only in the manner specified by us in the Manuals or otherwise in writing. You shall fully honor all Gift Cards that are in the form provided or approved by us regardless of whether a Gift Card was issued by you or another Acai Express business. You shall sell, issue, and redeem (without any offset against any Royalty Fees) Gift Cards in accordance with procedures and policies specified by us in the Manuals or otherwise in writing, including those relating to procedures by which you shall request reimbursement for Gift Cards issued by other Acai Express businesses and for making timely payment to us, other operators of Acai Express shops, food trucks, or food trailers, or a third-party service provider for Gift Cards issued from the Franchised Business that are honored by us or other Acai Express business operators.

7.5.11 To issue and honor any loyalty cards that we designate or approve for the System.

7.5.12 We reserve the right to alter the terms and conditions of any gift card or loyalty programs, including reserving the right to apply changes retroactively to benefits already accrued under such programs.

### 7.6 Proprietary Products

You acknowledge and agree that we and our affiliates have developed and may continue to develop for use in the System certain products which are prepared from confidential proprietary recipes and which are trade secrets of us and our affiliates, and other Proprietary Products bearing the Marks. Because of the importance of quality and uniformity of production and the significance of such Proprietary Products in the System, it is to the mutual benefit of the parties that we closely control the production and distribution of such Proprietary Products. Accordingly, you agree that if such Proprietary Products become a part of the System, you shall use only our secret recipes and Proprietary Products and shall purchase all of your requirements for such Proprietary Products solely from us or from a source designated by us. You further agree to purchase from us or our designated supplier for resale to your customers Proprietary Products and other merchandise identifying the System as we shall require, such as logoed merchandise, memorabilia and promotional products, in amounts sufficient to satisfy your customer demand.

### 7.7 Advertising and Promotional Materials

You shall require all advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Franchised Business), and other items which may be designated by us to bear the Marks in the form, color, location and manner prescribed by us, including, without limitation, notations about the ownership of the Marks.

### 7.8 Complaints

You shall process and handle all consumer complaints connected with or relating to the Franchised Business and shall promptly notify us by telephone and in writing of all of the following complaints: (i) food related illnesses, (ii) environmental, safety or health violations, (iii) claims exceeding Five Hundred Dollars ($500), and (iv) any other material claims against or losses suffered by you. You shall maintain for our inspection any governmental or trade association inspection reports affecting the Franchised Business or equipment located in the Franchised Business during the term of this Agreement and for thirty (30) days after the expiration or earlier termination of this Agreement.

### 7.9 Assignment of Numbers and Listings

At our request, you shall execute such forms and documents as we deem necessary to appoint us as your true and lawful attorney-in-fact, with full power and authority, for the sole purpose of assigning to

us, your telephone numbers and listings; and provide us with passwords and administrator rights for all email, software, social media, or other such accounts used or created by you in order to operate the Franchised Business. Upon the expiration or termination of this Agreement, we may exercise our authority, pursuant to such documents, to obtain any and all of your rights to the telephone numbers of the Franchised Business and all related telephone directory listings and other business listings, and all internet listings, domain names, internet advertising, websites, listings with search engines, electronic mail addresses, social media, or any other similar listing or usages related to the Franchised Business. You agree that you have no authority to and shall not establish any website or listing on the internet or world wide web without our express written consent, which consent may be denied without reason.

### 7.10 Customer Surveys

You shall participate in all customer surveys and satisfaction audits, which may require that you provide discounted or complimentary products, provided that such discounted or complimentary sales shall not be included in the Gross Sales of the Franchised Business. Additionally, you shall participate in any complaint resolution and other programs as we may reasonably establish for the System, which programs may include, without limitation, providing discounts or refunds to customers.

### 7.11 Mystery Shopper Service

We may designate an independent evaluation service to conduct a "mystery shopper" quality control and evaluation program with respect to Franchised Businesses. You agree that the Franchised Business will participate in such mystery shopper program, as prescribed and required by us, provided that shops, food trucks, or food trailers owned by us, our affiliates and our franchisees also will participate in such program to the extent we have the right to require such participation, and you further agree to pay all fees related to such mystery shopper program.

## ARTICLE 8
## MARKETING AND PROMOTION

Recognizing the value of marketing and the importance of the standardization of marketing programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

### 8.1 Participation in Marketing

We may from time to time develop and create marketing and sales promotion programs designed to promote and enhance the collective success of all shops, food trucks, or food trailers operating under the System. You shall participate in all such marketing and sales promotion programs in accordance with the terms and conditions established by us for each program. In all aspects of these programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by us shall be final and binding upon you.

### 8.2 Local Marketing

In addition to the ongoing marketing contributions set forth herein and, subject to any allocation of your expenditures for local marketing to a cooperative as described in Section 8.4, you shall spend each month throughout the term of this Agreement an amount equal to one percent (1%) of Gross Sales (for the first year) on marketing and promotion of your Franchised Business in your Designated Territory ("Local Marketing"). We shall have the right, with sixty (60) days' prior written notice to you, to annually increase the Local Marketing requirement up to the maximum amount of four percent (4%) of Gross Sales.

Notwithstanding the foregoing, if your Franchised Business participates in a cooperative, as described in Section 8.4 below, any amount you contribute to the cooperative will count toward your Local

Marketing requirement; provided, however, that in the event your contribution to the cooperative is less than your Local Marketing requirement, you shall nevertheless spend the difference locally. You shall submit to us, within thirty (30) days of our request, advertising expenditure reports accurately reflecting your Local Marketing expenditures, including verification copies of all marketing and any other information that we require.

### 8.3 Brand Development Fund

Recognizing the value of uniform marketing, advertising and promotion to the goodwill and public image of the System, you agree that we or our designees shall have the right to establish, maintain and administer a brand development fund (hereinafter referred to as the "Fund") for such national and regional advertising programs as we may deem necessary or appropriate, in our sole discretion, as follows:

8.3.1 We shall direct all national and regional brand development programs with sole discretion over the creative concepts, materials, endorsements and media used therein, and the placement and allocation thereof. You understand and acknowledge that the Fund is intended to maximize general public recognition and acceptance of the System and the Marks for the benefit of all Acai Express businesses operating under the System, and that we undertake no obligation in administering the Fund to ensure that expenditures from the Fund are proportionate or equivalent to your contributions made for your Franchised Business or that any particular shop, food truck or food trailer or franchisee benefits directly or pro rata from the placement of any such advertising. We reserve the right to determine, in our sole discretion, the composition of all geographic and market areas for the implementation of the Fund's advertising and promotional activities.

8.3.2 You agree that the Fund may be used to meet any and all costs of maintaining, administering, directing and preparing national and/or regional advertising materials, programs and public relations activities (including, without limitation, the cost of preparing and conducting television, radio, magazine, billboard, newspaper, direct mail and other media programs and activities, for conducting marketing surveys, test marketing, employing advertising agencies to assist therewith, and providing promotional brochures, coupons and other marketing materials to all franchisees of the System). We may also use a portion of the Fund to support our website, including webpages for our franchisees, and social media initiatives. The Fund shall be held in a non-interest bearing account separate from our other funds, and shall not be used to defray any of our general operating expenses, except that we have the right to reimburse ourselves out of the Fund for the total costs (including indirect costs such as salaries for our employees who devote time and effort to Fund related activities) of developing, producing and distributing any advertising materials and collecting the brand development fee (including attorneys', auditors' and accountants' fees and other expenses incurred in connection with collecting any brand development fee). The Fund and its earnings shall not otherwise inure to our benefit except that any resulting technology and intellectual property shall be deemed our property.

8.3.3 A statement of the operations of the Fund shall be prepared annually by our accountants and shall be made available to you on written request. The cost of the statement shall be paid by the Fund. We are not required to have any Fund statement audited, but if we choose to have the Fund audited it will be at the Fund's expense. Except as expressly provided in this Section 8.3, we assume no direct or indirect liability or obligation to you with respect to the maintenance, direction or administration of the Fund.

8.3.4 Shops, food trucks and food trailers owned by us or our affiliates will make contributions to the Fund on the same basis as our franchisees.

8.3.5 Any monies remaining in the Fund at the end of any year will carry over to the next year. Although the Fund is intended to be of perpetual duration, we may terminate the Fund. The Fund shall not be terminated, however, until all monies in the Fund have been expended for advertising or promotional purposes or returned to contributing Stores or those operated by us, without interest, on the basis of their respective contributions.

8.3.6 If we elect to terminate the Fund, we may, in our sole discretion, reinstate the Fund at any time. If we so choose to reinstate the Fund, said reinstated Fund shall be operated as described herein.

8.3.7 Notwithstanding the foregoing, money in the brand development fund can be used to produce commercials and ad layout templates that you must adapt for your Franchised Business and use in local advertising, at your expense. The brand development fund may also develop new menus and table tents for use by all Acai Express businesses in the System, and we may designate that our approved supplier will automatically ship these items to you, at your expense, when they are to be used.

### 8.4 Marketing Cooperatives

We may, in our discretion, create a regional marketing cooperative ("Cooperative") in any area, or we may approve the creation of such a Cooperative by franchisees in the System, and establish the rules and regulations therefor. Immediately upon our request, you must become a member of the Cooperative for the area where your Franchised Business is located. In no event may the Franchised Business be required to be a member of more than one Cooperative. The Cooperative must be governed in the manner we prescribe. The Cooperative may require each of its members to make contributions thereto in an amount as agreed upon by the Cooperative members. You shall contribute such amounts at the times and in the manner as determined by majority vote of the Cooperative members. Any funds contributed to a Cooperative will be credited against your Local Marketing obligation as set forth in Section 8.2 above; provided, however, that if your contributions to a Cooperative are less than your Local Marketing requirement, you shall nevertheless spend the difference locally. The following provisions apply to each Cooperative:

8.4.1 the Cooperative must be organized and governed in a form and manner, and commence operation on a date, that we approve in advance in writing;

8.4.2 the Cooperative must be organized for the exclusive purpose of administering advertising programs and developing, subject to our approval, standardized promotional materials for the members' use in local advertising within the Cooperative's area;

8.4.3 the Cooperative may adopt its own rules and procedures, but such rules or procedures must be approved by us and must not restrict or expand your rights or obligations under this Agreement;

8.4.4 except as otherwise provided in this Agreement, and subject to our approval, any lawful action of the Cooperative (including, without limitation, imposing assessments for local advertising) at a meeting attended by members possessing more than fifty percent (50%) of the total voting power in the Cooperative is binding upon you if approved by members possessing more than fifty percent (50%) of the total voting power possessed by members in attendance, with each shop, food truck, or food trailer having one (1) vote, but no franchisee (or commonly controlled group of franchisees) may have more than twenty-five percent (25%) of the vote in the Cooperative regardless of the number of franchised businesses owned;

8.4.5 without our prior written approval, the Cooperative may not use, nor furnish to its members, any advertising or promotional plans or materials; all such plans and materials must be submitted to us in accordance with the procedure set forth in Section 8.5;

8.4.6 the Cooperative may require its members to periodically contribute to it in such amounts as it determines;

8.4.7 no later than the fifteenth (15th) day of each month, each member/franchisee must submit its contribution under Section 8.4.6 for the preceding calendar month to the Cooperative, together with such other statements or reports as we or the Cooperative may require, with our prior written approval; and

8.4.8 if an impasse occurs because of a Cooperative members' inability or failure, within forty-five (45) days, to resolve any issue affecting the Cooperative's establishment or effective functioning, upon request of any Cooperative member, that issue must be submitted to us for consideration, and our resolution of such issue is final and binding on all Cooperative members.

### 8.5 Conduct of Marketing; Our Approval

All marketing and promotion by you in any medium shall be conducted in a professional manner and shall conform to our standards and requirements as set forth in the Manuals or otherwise. You shall obtain our approval of all marketing and promotional plans and materials prior to use if such plans and materials have not been prepared by us or previously approved by us during the twelve (12) months prior to their proposed use. You shall submit such unapproved plans and materials to us not later than ten (10) business days prior to the date you intend to use them. If we do not provide our specific disapproval of the proposed materials, the proposed materials are deemed to be approved. Any plans and materials that you submit to us for our review will become our property and there will be no restriction on our use or dissemination of such materials. You shall not advertise or use the Marks in any fashion on the internet, world wide web or via other means of advertising through telecommunication without our express written consent.

We reserve the right to require you to include certain language on all marketing to be used locally by you or to be used by a Cooperative, including, but not limited to, "Franchises Available" and reference to our telephone number and/or website.

### 8.6 Grand Opening Marketing

In addition to the ongoing marketing contributions and expenditures set forth herein, you shall be required to spend a minimum of Five Thousand Dollars ($5,000) to conduct a grand opening marketing campaign, and the campaign must be approved by us before you may begin it.

Your grand opening marketing campaign must be conducted within the first sixty (60) days of opening, and it must be conducted in your territory. We reserve the right to create a grand opening marketing campaign for you to conduct or to collect the Five Thousand Dollars ($5,000) and conduct the grand opening marketing campaign on your behalf. If we collect the Five Thousand Dollars ($5,000) from you it is non-refundable. All marketing proposed to be used in the grand opening marketing campaign are subject to our review and approval in the manner set forth in this Article 8.

### 8.7 Websites

We alone may establish, maintain, modify or discontinue all internet, world wide web and electronic commerce activities pertaining to the System. We have established one or more websites

accessible through one or more uniform resource locators ("URLs") and we may design and provide for the benefit of your Franchised Business a "click through" subpage at our website for the promotion of your Franchised Business. If we establish one or more websites or other modes of electronic commerce and if we provide a "click through" subpage at the website(s) for the promotion of your Franchised Business, you must routinely provide us with updated copy, photographs and news stories about your Franchised Business suitable for posting on your "click through" subpage. We reserve the right to specify the content, frequency and procedure you must follow for updating your "click through" subpage.

Any websites or other modes of electronic commerce that we establish or maintain, including but not limited to any mobile applications ("apps") that we may introduce, may – in addition to advertising and promoting the products, programs or services available at Acai Express businesses – also be devoted in part to offering Acai Express franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve.

In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee email, System discussion forums and System-wide communications (among other activities) can be done. You may not maintain your own website; otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your Franchised Business; establish a link to any website we establish at or from any other website or page; or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates the "Acai Express" name or any names confusingly similar to the Proprietary Marks.

You are not permitted to promote your Franchised Business or use any of the Proprietary Marks in any manner on any social or networking websites, such as Facebook, Foursquare, Instagram, LinkedIn or Twitter, without our prior written consent. We will control all social media initiatives. You must comply with our System standards regarding the use of social media in your Franchised Business' operation, including prohibitions on you and your employees posting or blogging comments about the Franchised Business or the System, other than on a website established or authorized by us ("social media" includes personal blogs, common social networks like Facebook, Foursquare, Instagram and MySpace, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). We will provide access to branded social media pages/handles/assets, and you must update these regularly. We reserve the right to conduct collective/national campaigns via local social media on your behalf.

We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your "click through" subpage.

### 8.8 Advisory Council

We may, in our discretion, form an advisory council to work with us to improve the System, the products offered by Acai Express businesses, advertising conducted by the brand development fund, and any other matters that we deem appropriate. If an advisory council is formed, it will act solely in an advisory capacity, and will not have decision making authority. We will have the right to form, change, merge or dissolve any advisory council. We may develop by-laws for the governance of any advisory council.

If formed, an advisory council will be comprised of our representatives and franchisee representatives and all franchisees are required to participate in council-related activities and meetings, and to pay any dues assessed for the administration of that program. We will also pay dues for our

representatives. If you participate on an advisory council, you will pay any expenses you incur related to your participation, such as travel and living expenses to attend council meetings.

## ARTICLE 9
## MARKS

### 9.1 Use of Marks

We grant you the right to use the Marks during the term of this Agreement in accordance with the System and related standards and specifications.

### 9.2 Ownership of Marks; Limited License

You expressly understand and acknowledge that:

9.2.1 We are the owner or the licensee of the owner of all right, title and interest in and to the Marks and the goodwill associated with and symbolized by them. All references herein to our right, title and interest in the Marks shall be deemed to include the owner's right, title and interest in the Marks.

9.2.2 Neither you nor any Principal shall take any action that would prejudice or interfere with the validity of our rights with respect to the Marks. Nothing in this Agreement shall give the you any right, title, or interest in or to any of the Marks or any service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Marks and the System in accordance with the terms and conditions of this Agreement for the operation of the Franchised Business and only at or from its Accepted Location or in approved advertising related to the Franchised Business.

9.2.3 You understand and agree that the limited license to use the Marks granted hereby applies only to such Marks as are designated by us, and which are not subsequently designated by us as being withdrawn from use, together with those which may hereafter be designated by us in writing. You expressly understand and agree that you are bound not to represent in any manner that you have acquired any ownership or equitable rights in any of the Marks by virtue of the limited license granted hereunder, or by virtue of your use of any of the Marks.

9.2.4 You understand and agree that any and all goodwill arising from your use of the Marks and the System shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the Marks.

9.2.5 You shall not contest the validity of or our interest in the Marks or assist others to contest the validity of or our interest in the Marks.

9.2.6 You acknowledge that any unauthorized use of the Marks shall constitute an infringement of our rights in the Marks and a material event of default hereunder. You agree that you shall provide us with all assignments, affidavits, documents, information and assistance we reasonably request to fully vest in us all such rights, title and interest in and to the Marks, including all such items as are reasonably requested by us to register, maintain and enforce such rights in the Marks.

9.2.7 If it becomes advisable at any time, in our discretion, to modify or discontinue use of any Mark and/or to adopt or use one or more additional or substitute proprietary marks, then you shall be obligated to comply with any such instruction by us. We shall not have any obligation in such event to reimburse you for your documented expenses of compliance. You waive any other claim arising from or relating to any Mark change, modification or substitution. We will not be liable to you for any expenses,

losses or damages sustained by you as a result of any Mark addition, modification, substitution or discontinuation. You covenant not to commence or join in any litigation or other proceeding against us for any of these expenses, losses or damages.

### 9.3 Limitation on Use of Marks

With respect to your licensed use of the Marks pursuant to this Agreement, you further agree that:

9.3.1 Unless otherwise authorized or required by us, you shall operate and advertise the Franchised Business only under the name "Acai Express" without prefix or suffix. You shall not use the Marks, or any portions, variations, or derivatives thereof, as part of your corporate or other legal name, and shall obtain our approval of a trade name or "d/b/a" prior to filing it with the applicable state authority.

9.3.2 During the term of this Agreement and any successor term, you shall identify yourself as the independent owner of the Franchised Business in conjunction with any use of the Marks, including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Franchised Business or any delivery vehicle as we may designate in writing.

9.3.3 You shall not use the Marks to incur any obligation or indebtedness on our behalf;

9.3.4 You shall comply with our instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by us or our counsel to obtain protection of the Marks or to maintain their continued validity and enforceability.

### 9.4 Notification of Infringement or Claim

You shall notify us immediately by telephone and thereafter in writing of any apparent infringement of or challenge to your use of any Mark, of any claim by any person of any rights in any Mark, and you and the Principals shall not communicate with any person other than us, our counsel and your counsel in connection with any such infringement, challenge or claim. We shall have complete discretion to take such action as we deem appropriate in connection with the foregoing, and the right to control exclusively, any settlement, litigation or Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Mark. You agree to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in our opinion, reasonably be necessary or advisable to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain the interests of us or any other interested party in the Marks. We will indemnify you and hold you harmless from and against any and all claims, liabilities, costs, damages and reasonable expenses for which you are held liable in any proceeding arising out of your use of any of the Marks (including settlement amounts), provided that the conduct of you and the Principals with respect to such proceeding and use of the Marks is in full compliance with the terms of this Agreement.

### 9.5 Retention of Rights by Us

The right and license of the Marks granted hereunder to you is non-exclusive and we thus have and retain the following rights, among others, subject only to the limitations of Article 1:

9.5.1 To grant other licenses for use of the Marks, in addition to those licenses already granted to existing franchisees;

9.5.2 To develop and establish other systems using the Marks or other names or marks and to grant licenses thereto without providing any rights to you; and

9.5.3 To engage, directly or indirectly, through our employees, representatives, licensees, assigns, agents and others, at wholesale, retail or otherwise, in (a) the production, distribution, license and sale of products and services, and (b) the use in connection with such production, distribution and sale, of the Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by us.

## ARTICLE 10
## CONFIDENTIALITY AND NON-COMPETITION COVENANTS

### 10.1 Confidential Operations Manuals

10.1.1 To protect our reputation and goodwill and to maintain high standards of operation under the Marks, you shall conduct your business in accordance with the Manuals, other written directives which we may reasonably issue to you from time to time whether or not such directives are included in the Manuals, and any other manuals and materials created or approved for use in the operation of the Franchised Business.

10.1.2 You shall at all times treat the Manuals, any of our written directives, and any other manuals and materials, and the information contained therein as confidential and shall maintain such information as trade secret and confidential in accordance with this Article 10. You shall divulge and make such materials available only to such of your employees as must have access to it in order to operate the Franchised Business. You shall not at any time copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above.

10.1.3 The Manuals, written directives, other manuals and materials and any other confidential communications provided or approved by us shall at all times remain our sole property, shall at all times be kept in a secure place on the Franchised Business' premises, and shall be returned to us immediately upon request or upon termination or expiration of this Agreement.

10.1.4 The Manuals, any written directives, and any other manuals and materials issued by us and any modifications to such materials shall supplement and be deemed part of this Agreement.

10.1.5 We may from time to time revise the contents of the Manuals and the contents of any other manuals and materials created or approved for use in the operation of the Franchised Business. You shall remove and return to us all pages of the Manual that have been replaced or updated by us. You expressly agree to comply with each new or changed standard.

10.1.6 You shall at all times ensure that the Manuals are kept current and up to date. In the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by us at our headquarters shall control.

### 10.2 Confidential Information

10.2.1 Neither you nor any Principal shall, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person, persons, partnership, association or corporation and, following the expiration or termination of this Agreement, they shall not use for their own benefit any confidential information, knowledge or know-how concerning the methods of operation of the Franchised Business which may be communicated to them or of which they may be apprised in connection with the operation of the shop, food truck, or food trailer under the terms of this Agreement.

You and the Principals shall divulge such confidential information only to such of your employees as must have access to it in order to operate the Franchised Business. Any and all information, knowledge, know-how, techniques and any materials used in or related to the System which we provide to you in connection with this Agreement, including but not limited to the Manuals, plans and specifications, marketing information and strategies and site evaluation, selection guidelines and techniques, recipes, and the terms of this Agreement, shall be deemed confidential for purposes of this Agreement. Neither you nor your Principals shall at any time, without our prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person. The covenants in this Section shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon you and each of the Principals.

10.2.2 You shall require and obtain the execution of covenants similar to those set forth in Section 10.2.1 from your General Manager and all other of your personnel who have received or will have access to confidential information. Such covenants shall be substantially in the form set forth in Attachment 4.

10.2.3 If you, the General Manager or any of your employees develop any new concept, process, product, recipe, or improvement in the operation or promotion of the Franchised Business, you are required to promptly notify us and provide us with all necessary related information, without compensation. You and your Principals acknowledge that any such concept, process product, recipe, or improvement will become our property, and we may use or disclose such information to other franchisees as we determine to be appropriate.

### 10.3 Non-Competition

10.3.1 You and the Principals specifically acknowledge that, pursuant to this Agreement, you and the Principals will receive valuable training, trade secrets and confidential information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of us and the System which are beyond the present skills and experience of you, your Principals, your managers and employees. You and your Principals acknowledge that such specialized training, trade secrets and confidential information provide a competitive advantage and will be valuable to them in the development and operation of the Franchised Business, and that gaining access to such specialized training, trade secrets and confidential information is, therefore, a primary reason why they are entering into this Agreement. In consideration for such specialized training, trade secrets and confidential information (including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of us and the System which are beyond the present skills and experience of you and the Principals and your managers and employees), you and the Principals covenant that with respect to you, during the term of this Agreement, except as otherwise approved in writing by us, which approval may be withheld or denied in our sole and absolute discretion, neither you nor any of the Principals shall, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person(s), partnership or corporation:

(a) Divert, or attempt to divert, any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any business located within the United States, its territories, states or commonwealths, or any other country, province, state or geographic area in which we have used, sought registration of or registered the same or similar Marks or operates or licenses others to operate a business

under the same or similar Marks, which business is of a character and concept similar to the Franchised Business, including a food service business which offers and sells the same or substantially similar food products (a "Competitive Business") without our prior written consent.

10.3.2 With respect to you and each Principal, and for a continuous uninterrupted period commencing upon the expiration, termination of, or transfer of all of your or any Principal's interest in, this Agreement and continuing for two (2) years thereafter, except as otherwise approved in our sole and absolute discretion, neither you, nor any of the Principals shall, directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, persons, partnership, or corporation:

(a) Divert, or attempt to divert, any business or customer of the Franchised Business hereunder to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to any Competitive Business, which business is, or is intended to be, located within a five (5) mile radius of the location of any shop, food truck, or food trailer in the System.

10.3.3 The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect our goodwill or other business interests. The parties agree that each of the covenants herein shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, you and the Principals expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section.

(a) You and the Principals understand and acknowledge that we shall have the right, in our sole and absolute discretion, to reduce the scope of any covenant set forth in this Section 10.3, or any portion thereof, without their consent, effective immediately upon notice to you; and you and the Principals agree that they shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 19.2 hereof.

(b) You and the Principals expressly agree that the existence of any claims they may have against us, whether or not arising from this Agreement, shall not constitute a defense to our enforcement of the covenants in this Section.

(c) Sections 10.3.1(b) and 10.3.2(b) shall not apply to ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation.

10.3.4 You shall require and obtain execution of covenants similar to those set forth in this Section 10.3 (including covenants applicable upon the termination of a person's employment with you) from your General Manager and all other of your personnel who have received or will have access to training from us. Such covenants shall be substantially in the form set forth in Attachment 4. Notwithstanding the foregoing, we reserve the right, in our sole discretion, to decrease the period of time or geographic scope of the non-competition covenant set forth in Attachment 4 or eliminate such non-competition covenant altogether for any party that is required to execute such agreement under this Section 10.3.4.

### 10.4 Failure to Comply

You and the Principals acknowledge that any failure to comply with the requirements of this Section shall constitute a material event of default under Article 17 hereof. You and the Principals acknowledge that a violation of the terms of this Section would result in irreparable injury to us for which no adequate remedy at law may be available, and you and the Principals accordingly consent to the issuance of an injunction prohibiting any conduct by you or the Principals in violation of the terms of this Section. You and the Principals agree to pay all court costs and reasonable attorneys' fees incurred by us in connection with the enforcement of this Section, including payment of all costs and expenses for obtaining specific performance of, or an injunction against violation of, the requirements of such Section.

## ARTICLE 11
## BOOKS AND RECORDS

### 11.1 Books and Records

You shall maintain during the term of this Agreement, and shall preserve for at least three (3) years from the dates of their preparation, full, complete and accurate books, records and accounts, including, but not limited to, sales slips, coupons, purchase orders, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers, records of EFT transactions, and backup or archived records of information maintained on any computer system in accordance with generally accepted accounting principles and in the form and manner prescribed by us from time to time in the Manuals or otherwise in writing.

### 11.2 Reports

In addition to the Royalty Report required by Article 4 hereof, you shall comply with the following reporting obligations:

11.2.1 You shall, at your expense, submit to us, in the form prescribed by us, a report of Gross Sales, Net Sales and a profit and loss statement for each month (which may be unaudited) for you within ten (10) days after the end of each month during the term hereof. Each such statement shall be signed by your treasurer or chief financial officer or comparable officer attesting that it is true, complete and correct;

11.2.2 You shall, at your expense, provide to us a complete annual financial statement (which shall be reviewed) prepared by an independent certified public accountant by April 15$^{th}$ of each year during the term hereof showing the results of the Franchised Business' operations during the previous calendar year. We reserve the right to require such financial statements to be audited by an independent certified public accountant satisfactory to us at your cost and expense if an inspection discloses an understatement of two percent (2%) or more in any report, pursuant to Section 11.3; and

11.2.3 You shall also submit to us, for review or auditing, such other forms, reports, records, information and data as we may reasonably designate, and which pertain to the Franchised Business, in the form and at the times and places reasonably required by us, upon request and as specified from time to time in writing.

### 11.3 Inspections; Audits

We or our designees shall have the right, during normal business hours, to review, audit, examine and copy any or all of your books and records as we may require at the Franchised Business. You shall make such books and records available to us or our designees immediately upon request. If any required

royalty or other payments due to us are delinquent, or if an inspection should reveal that such payments have been understated in any report to us, then you shall immediately pay to us the amount overdue or understated upon demand with interest determined in accordance with the provisions of Section 4.5. If an inspection discloses an understatement in any report of two percent (2%) or more, you shall, in addition, reimburse us for all costs and expenses connected with the inspection (including, without limitation, reasonable accounting and attorneys' fees). These remedies shall be in addition to any other remedies we may have at law or in equity.

### 11.4 Correction of Errors

You understand and agree that our receipt or acceptance of any of the statements furnished or royalties paid to us (or the processing of any EFTs) shall not preclude us from questioning the correctness thereof at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by you and the appropriate payment shall be made by you.

### 11.5 Authorization of Us

You hereby authorize (and agree to execute any other documents deemed necessary to effect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with which you do business to disclose to us any requested financial information in their possession relating to you or the Franchised Business. You authorize us to disclose data from your reports, if we determine, in our sole and absolute discretion, that such disclosure is necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties, and you acknowledge and agree that such disclosure may include publishing of the financial performance of your Franchised Business in franchise disclosure document(s) issued by us following the Effective Date hereof.

### 11.6 We are Attorney-in-Fact

You hereby appoint us as your true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by you with any state and/or federal taxing authority pertaining to the Franchised Business. This power of attorney shall survive the expiration or termination of this Agreement.

## ARTICLE 12
## INSURANCE

12.1 You shall procure, upon execution of this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement) at your expense, an insurance policy or policies protecting you and us, our successors and assigns, our affiliates, and our respective officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of each of them against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Franchised Business. Such insurance policies must be written by an insurance company acceptable to us and which has a rating of "A-" or higher with A.M. Best Company.

12.2 Such policy or policies shall be written by a responsible, duly licensed carrier or carriers reasonably acceptable to us and shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified by us from time to time), in accordance with standards and specifications set forth in writing, any insurance that you must have according to the terms of the lease for the Accepted Location and as required by applicable law. Currently you must maintain the following

insurance: (a) comprehensive general liability, including broad form contractual liability, employment practices coverage, broad form property damage, personal injury, facilities, completed operations, products liability, automobile (covering all vehicles used for food truck and/or delivery of products to and from the shop, food truck, or food trailer, including owned, hired and non-owned vehicles), fire legal liability insurance with limits not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate; (b) worker's compensation and employers liability insurance with limits as required by the state in which the Franchised Business is located, but not less than Five Hundred Thousand Dollars ($500,000); (c) business interruption insurance; (d) any insurance required by the terms of the lease for the Franchised Business; and (e) any other insurance we may require in the future.

12.3 Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by us, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Article 15 of this Agreement.

12.4 All general liability and property damage policies shall contain a provision that we, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to us or our servants, agents or employees by reason of the negligence of you or your servants, agents or employees.

12.5 Not later than ten (10) days prior to the Opening Date, and thereafter within ten (10) days prior to the expiration of any such policy, you shall deliver to us Certificates of Insurance evidencing the existence and continuation of proper coverage with limits not less than those required hereunder. In addition, if requested by us, you shall deliver to us a copy of the insurance policy or policies required hereunder. All insurance policies required hereunder, with the exception of workers' compensation, shall name us, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional named insureds, and shall expressly provide that any interest of same therein shall not be affected by any breach by you of any policy provisions. Further, all insurance policies required hereunder shall expressly provide that no less than thirty (30) days' prior written notice shall be given to us in the event of a material alteration to or cancellation of the policies.

12.6 Should you, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by us in writing, we shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge same to you, which charges shall be payable by you immediately upon notice together with a ten percent (10%) administrative fee. The foregoing remedies shall be in addition to any other remedies we may have at law or in equity.

12.7 Upon written request by us, you shall procure from your insurance carrier or carriers a report of claims made and reserves set against your insurance policies.

12.8 We reserve the right to modify the types of insurance coverages and amounts of coverage that you are required to maintain for the Franchised Business and you agree to comply with any such changes, at your expense.

## ARTICLE 13
## DEBTS AND TAXES

### 13.1 Taxes

You shall promptly pay when due all Taxes (as defined below), levied or assessed, and all accounts and other indebtedness of every kind incurred by you in the conduct of the Franchised Business under this Agreement. Without limiting the provisions of Article 15, you shall be solely liable for the payment of all Taxes and shall indemnify us for the full amount of all such Taxes and for any liability (including penalties, interest and expenses) arising from or concerning the payment of Taxes, whether such Taxes were correctly or legally asserted or not. You shall submit a copy of all tax filings sent to federal, state and local tax authorities to us within ten (10) business days after such filing has been made with the appropriate taxing authority.

The term "Taxes" means any present or future taxes, levies, imposts, duties or other charges of whatever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of the Franchised Business, the payment of monies, taxes imposed on the Royalty Fees paid to us, or the exercise of rights granted pursuant to this Agreement, whether imposed upon you or us.

### 13.2 Payments to Us

Each payment to be made to us hereunder shall be made free and clear and without deduction for any Taxes.

### 13.3 Tax Disputes

In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law. However, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor to occur against the premises of the Franchised Business or any improvements thereon.

### 13.4 Compliance with Laws

You shall comply with all federal, state and local laws, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, fire clearances, health permits, certificates of occupancy and any permits, certificates or licenses required by any environmental law, rule or regulation.

### 13.5 Notification of Action or Proceeding

You shall notify and deliver to us, in writing within five (5) days of the commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

## ARTICLE 14
## TRANSFER OF INTEREST

### 14.1 Transfer by Us

14.1.1 We shall have the right to assign this Agreement and all of our attendant rights and privileges to any person, firm, corporation or other entity provided that, with respect to any assignment resulting in the subsequent performance by the assignee of our functions: (i) the assignee shall, at the time of such assignment, be financially responsible and economically capable of performing our obligations; and (ii) the assignee shall expressly assume and agree to perform such obligations.

14.1.2 You expressly affirm and agree that we may sell our assets, our rights to the Marks or to the System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Marks (or any variation thereof) and/or the loss of association with or identification of "Acai Express Franchising Inc." as Franchisor. Nothing contained in this Agreement shall require us to remain in the food service business or to offer the same products and services, whether or not bearing the Marks, in the event that we exercise our right to assign our rights in this Agreement.

### 14.2 Transfer by You

14.2.1 You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have granted rights under this Agreement in reliance on the business skill, financial capacity and personal character of you and the Principals. Accordingly, neither you nor any Principal shall sell, assign (including but not limited to by operation of law, such as an assignment under bankruptcy or insolvency laws, in connection with a merger, divorce or otherwise), transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in you, in this Agreement, in the Franchised Business and/or any of the Franchised Business' material assets (other than in connection with replacing, upgrading or otherwise dealing with such assets as required or permitted by this Agreement), without our prior written consent. Any purported assignment or transfer, by operation of law or otherwise, made in violation of this Agreement shall be null and void and shall constitute a material event of default under this Agreement.

14.2.2 If you wish to transfer all or part of your interest in the Franchised Business, any of the Franchised Business' material assets (except as provided in Section 14.2.1 above) or this Agreement, or if you or a Principal wishes to transfer or permit a transfer of any ownership interest in you, then in each such case (any or all of which are referred to in this Article 14 as a "Restricted Transfer"), transferor and the proposed transferee shall apply to us for our consent. We shall not unreasonably withhold our consent to a Restricted Transfer. We may, in our sole discretion, require any or all of the following as conditions of our approval:

(a) All of the accrued monetary obligations of you or any of your affiliates and all other outstanding obligations to us arising under this Agreement or any other agreement shall have been satisfied in a timely manner and you shall have satisfied all trade accounts and other debts, of whatever nature or kind, in a timely manner;

(b) You and your affiliates shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between you or any of your affiliates and us or any of our affiliates at the time of transaction:

(c) The transferor and its principals (if applicable) shall have executed a general release, in a form reasonably satisfactory to us, of any and all claims against us, our officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement and federal, state and local laws, rules and regulations;

(d) The transferee shall demonstrate to our reasonable satisfaction that transferee meets the criteria considered by us when reviewing a prospective franchisee's application for a franchise, including, but not limited to, our educational, managerial and business standards; transferee's good moral character, business reputation and credit rating; transferee's aptitude and ability to conduct the business franchised herein (as may be evidenced by prior related business experience or otherwise); transferee's financial resources and capital for operation of the business; and the geographic proximity and number of other Franchised Businesses owned or operated by transferee;

(e) The transferee shall enter into a written agreement, in a form reasonably satisfactory to us, assuming full, unconditional, joint and several liability for, and agreeing to perform from the date of the transfer, all obligations, covenants and agreements contained in this Agreement; and, if transferee is a corporation or a partnership, transferee's shareholders, partners or other investors, as applicable, shall execute such agreement as transferee's principals and guarantee the performance of all such obligations, covenants and agreements;

(f) The transferee shall execute, for a term ending on the expiration date of this Agreement and with such successor terms as may be provided by this Agreement, the standard form franchise agreement then being offered to new System franchisees and other ancillary agreements as we may require for the Franchised Business, which agreements shall supersede this Agreement and its ancillary documents in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, the then-current Royalty Fee and brand development fee; provided, however, that the transferee shall not be required to pay any initial franchise fee;

(g) The transferee, at its expense, shall renovate, modernize and otherwise upgrade the Franchised Business and, if applicable, any delivery vehicles to conform to the then-current standards and specifications of the System, and shall complete the upgrading and other requirements which conform to the System-wide standards within the time period reasonably specified by us;

(h) The transferor shall remain liable for all of the obligations to us in connection with the Franchised Business incurred prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by us to evidence such liability;

(i) At the transferee's expense, the transferee, the transferee's General Manager and/or any other applicable personnel shall complete any training programs then in effect for franchisees of shops, food trucks and food trailers upon such terms and conditions as we may reasonably require;

(j) You shall pay to us a transfer fee as follows: (1) Fifty percent (50%) of our then-current initial franchise fee for transfers to franchisees new to the system; (2) One Thousand Five Hundred Dollars ($1,500) if franchisee is transferring shares between the existing Principals in good standing or if franchisee is adding a new shareholder, the addition of which does not change the majority ownership in the franchisee entity; or (3) Four Thousand Dollars ($4,000) if the franchisee is selling the business franchised herein to an existing franchise owner in good standing in the System. We must approve the transfer to the existing franchisee before the sale occurs;

(k) If the transferee is a corporation, limited liability company or a partnership, the transferee shall make and will be bound by any or all of the representations, warranties and covenants set forth at Article 6 as we request. Transferee shall provide to us evidence satisfactory to us that the terms of such Section have been satisfied and are true and correct on the date of transfer.

14.2.3 You shall not grant a security interest in the Franchised Business or in any of your assets without our prior written consent, which shall not be unreasonably withheld. In connection therewith, the secured party will be required by us to agree that in the event of any default by you under any documents related to the security interest, we shall have the right and option to be substituted as obligor to the secured party and to cure any default of yours.

14.2.4 You acknowledge and agree that each condition which must be met by the transferee is reasonable and necessary to assure such transferee's full performance of the obligations hereunder.

### 14.3 Corporation or Limited Liability Company Ownership

In the event you desire to operate the Franchised Business through a corporation or limited liability company formed solely for the convenience of ownership, our consent may be conditioned upon any of the requirements set forth at Section 14.2.2, except that the requirements set forth at Sections 14.2.2(c), 14.2.2(d), 14.2.2(f), 14.2.2(g), 14.2.2(i), 14.2.2(j) and 14.2.2(k) shall not apply. With respect to a transfer to a corporation formed for the convenience of ownership, you shall be the owner of all of the voting stock or interest of the corporation and if you are more than one (1) individual, each individual shall have the same proportionate ownership interest in the entity as he had in you prior to the transfer.

Additionally, the following conditions shall apply: (i) ownership of the corporation or limited liability company shall remain with the original Principal(s) of this Agreement; (ii) the Principals shall remain personally liable for the performance of all obligations under this Agreement and are not released from any obligations to us; (iii) the newly formed corporation or limited liability company shall conduct no business other than the Franchised Business; and (iv) copies of your articles of incorporation, bylaws, operating agreement, other governing documents, any amendments thereto, and any certificates, buy-sell agreements or other documents restricting the sale or transfer of stock of the corporation, and any other documents as may be reasonably required by us shall be furnished to us prior to addition of your corporation or limited liability company as a "franchisee" under this Agreement. A transfer under this Section 14.3 may occur one (1) time only.

### 14.4 Our Right to Purchase Business

14.4.1 If you wish to transfer all or part of your interest in the Franchised Business or this Agreement or if you or a Principal wishes to transfer any ownership interest in you, pursuant to any bona fide offer received from a third party to purchase such interest, then such proposed seller shall promptly notify us in writing of each such offer, and shall provide such information and documentation relating to the offer as we may require. We shall have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all documentation required by us describing such offer, to send written notice to the seller that we intend to purchase the seller's interest on the same terms and conditions offered by the third party. In the event that we elect to purchase the seller's interest, closing on such purchase must occur within the latest of (i) sixty (60) days from the date of notice to the seller of the election to purchase by us, (ii) sixty (60) days from the date we receive or obtain all necessary documentation, permits and approvals, or (iii) such other date as the parties agree upon in writing. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by us as in the case of an initial offer. Our failure or refusal to exercise the option

afforded by this Section 14.4 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Article 14, with respect to a proposed transfer.

(a) In the case of a Restricted Transfer involving a bona fide purchase offer, then such proposed seller shall promptly notify us in writing of each such offer, and shall provide such information and documentation relating to the offer as we may require. We shall have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all documentation required by us describing such offer, to send written notice to the seller that we intend to purchase the interest proposed to be transferred in the Restricted Transfer on the same terms and conditions offered by the proposed purchaser (the "Offer Terms"). In the event that we elect to purchase the seller's interest, closing on such purchase must occur within the latest of (i) sixty (60) days from the date of notice to the seller of the election to purchase by us, (ii) sixty (60) days from the date we receive or obtain all necessary documentation, permits and approvals, or (iii) such other date as the parties agree upon in writing. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by us as in the case of an initial offer. Our failure or refusal to exercise the option afforded by this Section 14.4 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Article 14 with respect to a proposed transfer.

(b) Notwithstanding the provisions of Section 14.4.1(a) above, where the Restricted Transfer (alone or together with any other Restricted Transfer or event effected within the prior twenty-four (24) month period) results in a "Change of Control", we may elect, in our sole discretion, to treat the notice given pursuant to such Section 14.4.1(a) as an offer to assign to us all of your rights under this Agreement and to the Franchised Business (including lease and contract rights and other assets of you and your affiliates used in connection with the shop, food truck or food trailer, excluding the assets of your benefit plans) (collectively, the "Business Interests"). As used in this Section 14.4.1(b), Change of Control means any circumstance resulting in one or more of your Principals ceasing to be a Principal and/or the addition of any new Principal. In such case, we shall notify you of the special election provided for in this Section 14.4.1(b) at the time we exercise our option as provided in Section 14.4.1(a). The terms of such purchase shall be the same as the Offer Terms (subject to the other provisions of this Section 14.4), but the price shall be the lesser of (1) the Implied Market Price or (2) the fair market value of the Business Interests, determined in a manner consistent with Section 18.12.1. As used herein, "Implied Market Price" shall mean an amount equal to the total price to be paid by the transferee under the Offer Terms, divided by the percentage (expressed as a decimal) of ownership of you proposed to be acquired (directly or indirectly) by the transferee, less the fair market value (determined as provided in Section 18.12.1) of any assets included in the Restricted Transfer that are not related to the Franchised Business. If you have more than one (1) shop, food truck, or food trailer, then the Implied Market Price shall, unless otherwise agreed by us and you, be allocated among all Franchised Businesses equally.

(c) We may assign our rights under this Section 14.4 to any other person or entity, subject to Section 14.1 above.

(d) It shall be a material obligation of yours under this Agreement to cause any transferor and transferee described in this Article 14 to perform all of the obligations imposed on such persons under this Article 14.

14.4.2 In the event an offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, we may elect to purchase the interest proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash part of the Offer Terms, then such amount shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs, and each shall

pay one-half (1/2) of the appraisal fees. In the event that we exercise our right of first refusal herein provided, we shall have the right to set off against any payment therefor (i) all fees for any such independent appraiser due from you hereunder and (ii) all amounts due from you to us.

14.4.3 Failure to comply with the provisions of this Section prior to the transfer of any interest in you, the Franchised Business or this Agreement shall constitute a material event of default under this Agreement.

### 14.5 Death or Disability

14.5.1 The grant of rights under this Agreement is personal to you, and on the death or permanent disability of you or any of your Principals, the executor, administrator, conservator or other personal representative of yours or of the deceased Principal, as the case may be, shall be required to transfer your or your Principal's interest in this Agreement within six (6) months from the date of death or permanent disability to a third party approved by us. Failure to transfer in accordance with the forgoing will constitute a material default and the franchise granted by this Agreement will terminate. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent such person from providing continuous and material supervision of the operation of the Franchised Business during the six (6) month period from its onset.

14.5.2 Upon the death or claim of permanent disability of you or any Principal, you or a representative of yours must notify us of such death or claim of permanent disability within ten (10) days of its occurrence. Any transfer under this Section 14.5 shall be subject to the same terms and conditions as described in this Article 14 for any *inter vivos* transfer.

14.5.3 Immediately after your death or permanent disability, or while the Franchised Business is owned by your executor, administrator, guardian, personal representative or trustee, the Franchised Business shall be supervised by an interim successor manager satisfactory to us, or we, in our sole discretion, may provide interim management at a fee equal to ten percent (10%) of the Gross Sales generated by the Franchised Business during our operation thereof, plus any and all costs of travel, lodging, meals and other expenses reasonably incurred by us, pending transfer of the Franchised Business to the deceased or disabled individual's lawful heirs or successors. If we provide interim management pursuant to this Section 14.5, you agree to indemnify and hold us and any of our representatives harmless from any and all acts which we may perform.

### 14.6 No Waiver of Claims

Our consent to a transfer of any interest described herein shall not constitute a waiver of any claims which we may have against the transferring party, nor shall it be deemed a waiver of our right to demand material and full compliance with any of the terms of this Agreement by the transferee.

### 14.7 Transfer Among Owners

If you or any Principal desires to transfer their interest, whether to another Principal or to a new Principal, then you shall promptly notify us of such proposed transfer in writing and shall provide such information relative thereto as we may reasonably request prior to such transfer. Such transferee may not be a competitor of ours. Such transferee will be your Principal and as such agrees to be individually bound by the obligations in this Agreement. Notwithstanding the provisions contained in Section 14.2 to the contrary, the Principals may freely transfer their ownership interests in you among themselves, provided management control does not change, to their family members (or to trusts for the benefit of such family members), and our right of first refusal shall be inapplicable with respect to such transfers, provided you

provide us with thirty (30) days prior written notice of such transfer, which notice shall include the names and percentages transferred. You shall complete and submit to us an updated Attachment 3 as necessary.

## ARTICLE 15
## INDEMNIFICATION

### 15.1 Indemnification by You

You and each of the Principals shall, at all times, indemnify and hold harmless to the fullest extent permitted by law us, our successors and assigns, their respective partners and affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them ("Indemnitees"), from all "losses and expenses" (as defined in Section 15.4 below) incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any of the following:

15.1.1 The infringement, alleged infringement, or any other violation or alleged violation by you or any of the Principals of any patent, trademark or copyright or other proprietary right owned or controlled by third parties (except as such may occur with respect to any right to use the Marks, any copyrights or other proprietary information granted hereunder pursuant to Article 10), including, but not limited to, the unauthorized use of any image, likeness or recording of a public figure;

15.1.2 The violation, breach or asserted violation or breach by you or any of the Principals of any federal, state or local law, regulation, ruling, standard or directive or any industry standard;

15.1.3 Libel, slander or any other form of defamation of us, the System or any franchisee operating under the System, by you or by any of the Principals;

15.1.4 The violation or breach by you or by any of the Principals of any warranty, representation, agreement or obligation in this Agreement or in any other agreement between you or any of your affiliates and us and our Indemnitees; and

15.1.5 Acts, errors, or omissions of you, any of your affiliates and any of the Principals and the officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of you and your affiliates in connection with the establishment and operation of the Franchised Business including, but not limited to, any acts, errors or omissions of any of the foregoing in the operation of any motor vehicle. The parties understand and agree that we cannot and do not exercise control over the manner of operation of any motor vehicles used by, or on behalf of, you or any employee, agent or independent contractor of yours and that the safe operation of any motor vehicle is, therefore, entirely your responsibility.

### 15.2 Notification of Action or Claim

You and each of the Principals agree to give us prompt notice of any such action, suit, proceeding, claim, demand, inquiry, or investigation. At the expense and risk of you and each of the Principals, we may elect to assume (but under no circumstance are we obligated to undertake) or appoint associate counsel of our own choosing with respect to, the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation. Such an undertaking by us shall, in no manner or form, diminish the obligation of you and each of the Principals to indemnify the Indemnitees and to hold them harmless.

### 15.3 We May Settle

In order to protect persons or property, or our reputation or goodwill, or the reputation or goodwill of others, we may, at any time and without notice, as we in our reasonable judgment deem appropriate, consent or agree to settlements or take such other remedial or corrective action as we deem expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in our reasonable judgment, there are reasonable grounds to believe that:

15.3.1 any of the acts or circumstances enumerated in Section 15.1.1 through 15.1.4 above have occurred; or

15.3.2 any act, error, or omission as described in Section 15.1.5 may result directly or indirectly in damage, injury, or harm to the System, any person or any property.

### 15.4 Losses and Expenses

All losses and expenses incurred under this Article 15 shall be chargeable to and paid by you or any of the Principals pursuant to your obligations of indemnity under this Section, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of such actions, activity, or defense.

As used in this Article 15, the phrase "losses and expenses" shall include, without limitation, all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, reasonable attorneys' fees, court costs, settlement amounts, judgments, compensation for damages to our reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

### 15.5 Recovery from Third Parties

Under no circumstances shall the Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against you or any of the Principals. You and each of the Principals agree that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable from you or any of the Principals by the Indemnitees.

### 15.6 Survival of Terms

You and the Principals expressly agree that the terms of this Article 15 shall survive the termination, expiration or transfer of this Agreement or any interest herein.

## ARTICLE 16
## RELATIONSHIP OF THE PARTIES

### 16.1 Independent Licensee

You understand and agree that you are and will be our independent licensee under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. None of your employees will be considered to be our employees. Neither you nor any of your employees whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee for any purpose, most particularly with respect to any mandated or other insurance coverage as required in Article 12, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. We will not have the power to hire or fire your employees. You expressly agree,

and will never contend otherwise, that our authority under this Agreement to certify certain of your employees for qualification to perform certain functions for the Franchised Business does not directly or indirectly vest in us the power to hire, fire or control any such employee.

You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of the Franchised Business and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which you are required to comply with under this Agreement, whether set forth in our Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of the Franchised Business, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of the Franchised Business.

You may not, without our prior written approval, have any power to obligate us for any expenses, liabilities or other obligations, other than as specifically provided in this Agreement. Except as expressly provided in this Agreement, we may not control or have access to your funds or the expenditure of your funds or in any other way exercise dominion or control over the Franchised Business. Except as otherwise expressly authorized by this agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between us and you is other than that of franchisor and franchisee. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement. We will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to your operation of the Franchised Business.

### 16.2 You are Not Authorized

You understand and agree that nothing in this Agreement authorizes you or any of the Principals to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name or the Marks, and that we shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission of you or any of the Principals or any claim or judgment arising therefrom.

### 16.3 Sole and Exclusive Employer of Your Employees

You hereby irrevocably affirm, attest and covenant your understanding that your employees are employed exclusively by you and in no fashion are any such employees employed, jointly employed or co-employed by us. You further affirm and attest that each of your employees is under the exclusive dominion and control of you and never under the direct or indirect control of us in any fashion whatsoever. You alone hire each of your employees; sets their schedules; establish their compensation rates; and pay all salaries, benefits and employment-related liabilities (workers' compensation insurance premiums/payroll taxes/Social Security contributions/unemployment insurance premiums). You alone have the ability to discipline or terminate your employees to the exclusion of us, which has no such authority or ability. You further attest and affirm that any minimum staffing requirements established by us are solely for the purpose of ensuring that the Franchised Business is at all times staffed at those levels necessary to operate the Franchised Business in conformity with the System and the products, services, standards of quality and efficiency, and other Acai Express brand attributes known to and desired by the consuming public and associated with the Proprietary Marks. You affirm, warrant and understand that you may staff the Franchised Business with as many employees as you desire at any time so long as our minimal staffing levels are achieved. You also affirm and attest that any recommendations you may receive from us

regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist it to efficiently operate your Franchised Business, and that you are entirely free to disregard our recommendations regarding such employee compensation. Moreover, you affirm and attest that any training provided by us for your employees is geared to impart to those employees, with your ultimate authority, the various procedures, protocols, systems and operations of an Acai Express and in no fashion reflects any employment relationship between us and such employees. Finally, should it ever be asserted that we are the employer, joint employer or co-employer of any of your employees in any private or government investigation, action, proceeding, arbitration or other setting, you irrevocably agree to assist us in defending said allegation, including (if necessary) appearing at any venue requested by us to testify on our behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that we are the employer, joint employer or co-employer of any of your employees). To the extent we are the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of you, should any such appearance by you be required or requested by us, we will recompense you the reasonable costs associated with your appearing at any such venue.

You alone are solely responsible for the acts and omissions of your employees and agents, including, without limitation, your General Manager or Operating Partner and for the hiring, firing, setting hours for and supervising all of your employees and for establishing employment policies applicable to your employees, and you understand and agree that this Franchise Agreement does not impose any controls, or otherwise impinge, on your sole discretion to make all employment-related decisions. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or the Marks in any way shifts employee or employment-related responsibility from you to us.

## ARTICLE 17
## TERMINATION

### 17.1 Automatic Termination – No Right to Cure

17.1.1 You acknowledge and agree that each of your obligations described in this Agreement is a material and essential obligation of yours; that non-performance of such obligations will adversely and substantially affect us and the System; and that our exercise of the rights and remedies set forth herein is appropriate and reasonable.

17.1.2 You shall be in default under this Agreement, and all rights granted to you herein shall automatically terminate without notice to you, if you, or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed); if you are dissolved; if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the Premises or equipment is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

17.1.3 You shall be deemed to be in material default and we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default,

(except as otherwise stated below), effective immediately upon notice to you, upon the occurrence of any of the following events:

(a) If you operate the Franchised Business or sell any Proprietary Products or other products or services authorized by us for sale at the Franchised Business at a location which has not been approved by us;

(b) If you fail to acquire an Accepted Location for the Franchised Business within the time and in the manner specified in Article 2;

(c) If you fail to construct or remodel the Franchised Business in accordance with the plans and specifications provided to you under Section 5.3 as such plans may be adapted with our approval in accordance with Section 2.5;

(d) If you fail to open the Franchised Business for business within the period specified in Section 2.6 hereof;

(e) If you at any time cease to operate or otherwise abandon the Franchised Business (you will be deemed to have abandoned the shop, food truck, or food trailer, if you do not operate it for three (3) consecutive days, unless the closure is due to circumstances beyond your control or we have consented to such closure), or lose the right to possession of the premises (including, without limitation, if the lease or any other agreement by which you have the right to possess the premises is terminated), or otherwise forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located; provided, however, that this provision shall not apply in cases of Force Majeure (acts of God, strikes, lockouts or other industrial disturbances, war, riot, epidemic, acts of terrorism, fire or other catastrophe or other forces beyond your control; provided, however, that Force Majeure shall not include your lack of financing), if through no fault of yours the premises are damaged or destroyed by an event as described above, provided that you apply within thirty (30) days after such event for our approval to relocate or reconstruct the premises (which approval shall not be unreasonably withheld) and you diligently pursue such reconstruction or relocation; such approval may be conditioned upon the payment of our relocation fee;

(f) If you or any of the Principals are convicted of, or have entered a plea of *nolo contendere* to, a felony, a crime involving moral turpitude, or other crime that we believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or our interests therein;

(g) If a threat or danger to public health or safety results from the construction, maintenance or operation of the Franchised Business;

(h) If you or any of the Principals purport to transfer any rights or obligations under this Agreement or any interest in you or the Franchised Business to any third party without our prior written consent or without offering us a right of first refusal with respect to such transfer, contrary to the terms of Article 14 of this Agreement;

(i) If you or any of your affiliates fail, refuse, or neglect promptly to pay any monies owing to us, or any of our affiliates or vendors, when due under this Agreement or any other agreement, or to submit the financial or other information required by us under this Agreement and do not cure such default within five (5) days following notice from us (or such other cure period specified in such other agreement, unless no cure period is stated or such period is less than five (5) days, in which case the five (5) day cure period shall apply);

(j) If you or any of the Principals fail to comply with the in-term covenants in Section 10.3 hereof or you fail to obtain execution of the covenants and related agreements required under Section 10.3.4 hereof within thirty (30) days following notice from us;

(k) If, contrary to the terms of Section 10.2.1 hereof, you or any of the Principals disclose or divulge any confidential information provided to you or the Principals by us, or fail to obtain execution of covenants and related agreements required under Section 10.2.2 hereof within thirty (30) days following notice from us;

(l) If a transfer upon death or permanent disability is not transferred in accordance with Article 14 and within the time periods therein;

(m) If you knowingly maintain false books or records, or submit any false reports to us;

(n) If you breach in any material respect any of the covenants in any material respect set forth in Article 6 or have falsely made any of the representations or warranties set forth in Article 6;

(o) If you fail to propose a qualified replacement or successor General Manager within the time required under Section 6.3.4 following ten (10) days prior written notice;

(p) If you fail to procure and maintain the insurance policies required by Article 12 and you fail to cure such default within ten (10) days following notice from us;

(q) If you misuse or make any unauthorized use of the Marks or otherwise materially impair the goodwill associated therewith or our rights therein; provided that, notwithstanding the above, you shall be entitled to notice of such event of default and shall have twenty-four (24) hours to cure such default;

(r) If you or any of the Principals commit three (3) material events of default under this Agreement, within any twelve (12) month period, whether or not such defaults are of the same or different nature and whether or not such defaults have been cured by you after notice by us;

(s) If any of your managers or Operating Partner is not able to complete our initial training program to our satisfaction, after having given you the opportunity to designate a replacement manager;

(t) If you fail to comply with all applicable laws and ordinances relating to the Franchised Business, including Anti-Terrorism Laws, or if your or any of your Principals' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your Principals otherwise violate any such law, ordinance, or regulation; or

(u) Any license or permit you are required to maintain for the operation of the Franchised Business is revoked.

### 17.2 Notice of Termination – 30 Days to Cure

Except as provided in Sections 17.1.2 and 17.1.3 of this Agreement, upon any default by you which is susceptible of being cured, we may terminate this Agreement by giving written notice of termination

stating the nature of such default to you at least thirty (30) days prior to the effective date of termination. However, you may avoid termination by immediately initiating a remedy to cure such default and curing it to our reasonable or making a bona fide attempt to cure to our reasonable satisfaction within the thirty (30) day period and by promptly providing proof thereof to us. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to you effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require. Defaults which are susceptible of cure hereunder may include, but are not limited to, the following illustrative events:

17.2.1 If you fail to comply with any of the requirements imposed by this Agreement, as it may from time to time be amended or reasonably be supplemented by us, or fail to carry out the terms of this Agreement in good faith.

17.2.2 If you fail to maintain or observe any of the standards, specifications or procedures prescribed by us in this Agreement or otherwise in writing.

17.2.3 If you fail, refuse, or neglect to obtain our prior written approval or consent as required by this Agreement.

17.2.4 If any license or permit you are required to maintain for the operation of the Franchised Business is suspended.

### 17.3 Cross-Defaults, Non-Exclusive Remedies, etc.

17.3.1 Any default by you (or any person/company affiliated with you) under this Agreement may be regarded as a default under any other agreement between us (or any of our affiliates) and you (or any of your affiliates). Any default by you (or any person/company affiliated with you) under any other agreement, including, but not limited to, any lease and/or sublease, between us (or any of our affiliates) and you (or any person/company affiliated with you), and any default by you (or any person/company affiliated with you) under any obligation to us (or any of our affiliates) may be regarded as a default under this Agreement. Any default by you (or any person/company affiliated with you) under any lease, sublease, loan agreement, security interest or otherwise, whether with us, any of our affiliates and/or any third party may be regarded as a default under this Agreement and/or any other agreement between us (or any of our affiliates) and you (or any of your affiliates).

17.3.2 In each of the foregoing cases, we (and any of our affiliates) will have all remedies allowed at law, including termination of your rights (and/or those of any person/company affiliated with you) and our (and/or our affiliates') obligations. No right or remedy which we may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available.

### 17.4 Our Right to Discontinue Services to You

If you are in breach of any obligation under this Agreement, and we deliver to you a notice of termination pursuant to this Article 17, we have the right to suspend our performance of any of our obligations under this Agreement including, without limitation, the sale or supply of any services or products for which we are an approved supplier to you and/or suspension of your "click though" subpage on our website, until such time as you correct the breach.

### 17.5 Amendment Pursuant to Applicable Law

Notwithstanding anything to the contrary contained in this Article, if any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this franchise and the parties hereto shall limit our rights of termination under this Agreement or shall require longer notice periods than those set forth above, this Agreement is deemed amended to satisfy the minimum notice periods or restrictions upon such termination required by such laws and regulations; provided, however, that such constructive amendment shall not be deemed a concession by us that the grounds for termination set forth in this Agreement do not constitute "good cause" for termination within the meaning ascribed to that term by any applicable law or regulation. We shall not be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, hearing or proceeding relating to this Agreement or the termination of this Agreement.

### 17.6 Reimbursement of Costs

You shall reimburse us for all costs and expenses, including but not limited to attorneys' fees, incurred by us as a result of your default, including costs in connection with collection of any amounts owed to us and/or enforcement of our rights under this Agreement.

## ARTICLE 18
## POST-TERMINATION

Upon termination or expiration of this Agreement, all rights granted hereunder to you shall forthwith terminate, and:

### 18.1 Cease Operations

You shall immediately cease to operate the Franchised Business under this Agreement, and shall not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former franchisee of ours.

### 18.2 Stop Using the System

You shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, computer software, procedures, and techniques associated with the System; the mark "Acai Express"; and all other Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, you shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms and any other articles which display the Marks, and shall immediately change all paint colors, remove all of our proprietary or non-proprietary design items.

### 18.3 Cancellation of Assumed Names

You shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the mark "Acai Express" or any other service mark or trademark of ours, and you shall furnish us with evidence satisfactory to us of compliance with this obligation within five (5) days after termination or expiration of this Agreement.

### 18.4 No Use of Similar Marks

You agree, in the event you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute our rights in and to the Marks, and further agree not to utilize any designation of

origin or description or representation which falsely suggests or represents an association or connection with us constituting unfair competition.

### 18.5 Payment of Sums Owed

You and your Principals shall promptly pay all sums owing to us. Such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by us as a result of any default by you, which obligation shall give rise to and remain, until paid in full, a lien in our favor against any and all of the personal property, furnishings, equipment, fixtures, and inventory owned by you and on the premises operated hereunder at the time of default.

### 18.6 Payment of Damages, Costs and Expenses

You and the Principals shall pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us in connection with obtaining any remedy available to us for any violation of this Agreement and, subsequent to the termination or expiration of this Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Article 18.

### 18.7 Delivery of Manuals and Materials

You shall immediately deliver to us all Manuals, software licensed by us (if any), records, files, instructions, correspondence, all materials related to operating the Franchised Business, including, without limitation, agreements, invoices, and any and all other materials relating to the operation of the Franchised Business in your possession or control, and all copies thereof (all of which are acknowledged to be our property), and shall retain no copy or record of any of the foregoing, except your copy of this Agreement and of any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law.

### 18.8 Confidential Information

You and the Principals shall comply with the restrictions on confidential information contained in Article 10 of this Agreement and shall also comply with the non-competition covenants contained in Article 10. Any other person required to execute similar covenants pursuant to Article 10 shall also comply with such covenants.

### 18.9 Marketing and Promotional Materials

You shall also immediately furnish us with an itemized list of all marketing and sales promotion materials bearing the Marks or any of our distinctive markings, designs, labels, or other marks thereon, whether located on your premises or under your control at any other location. We shall have the right to inspect these materials. We shall have the option, exercisable within fifteen (15) days after such inspection, to purchase any or all of the materials at your cost, or to require you to destroy and properly dispose of such materials. Materials not purchased by us shall not be utilized by you or any other party for any purpose unless authorized in writing by us.

### 18.10 Signage

Upon execution of this Agreement, in partial consideration of the rights granted hereunder, you acknowledge and agree that all right, title and interest in the signs used at the Franchised Business are hereby assigned to us, and that upon termination or expiration of this Agreement, neither you nor any lien holder of yours shall have any further interest therein.

### 18.11 Assignment of Lease

If you operate the Franchised Business under a lease for the Franchised Business' premises with a third party or, with respect to any lease for equipment used in the operation of the Franchised Business, then you shall, at our option, assign to us any interest which we have in any lease or sublease for the premises of the Franchised Business or any equipment related thereto. We may exercise such option at or within thirty (30) days after either termination or (subject to any existing successor right) expiration of this Agreement. In the event we do not elect to exercise our option to acquire the lease or sublease for the Franchised Business' premises or do not have such option, you shall make such modifications or alterations to the Franchised Business' premises as are necessary to distinguish the appearance of the shop, food truck, or food trailer from that of other shops, food trucks, or food trailers operating under the System and shall make such specific additional changes as we may reasonably request. If you fail or refuse to comply with the requirements of this Section 18.11, we shall have the right to enter upon the premises of the Franchised Business, without being guilty of trespass or any other crime or tort, to make or cause to be made such changes as may be required, at your expense, which expense you agree to pay upon demand. Notwithstanding the provisions of this Section 18.11 to the contrary, in the event the lease is assigned to us, we hereby indemnify and hold harmless you and any guarantors under said lease, for any breach by us or our successors or assigns from any liability arising out of the lease for the Franchised Business' premises from and after the date of the assignment of lease.

### 18.12 Our Right to Purchase

18.12.1 Except as provided in Sections 18.9, 18.10 and 18.13, we shall have the option, to be exercised within thirty (30) days after termination or expiration of this Agreement, to purchase from you any or all of the furnishings, equipment (including any point-of-sale or computer hardware and software systems), signs, fixtures, motor vehicles, supplies, and inventory of yours related to the operation of the Franchised Business, at fair market value. If we exercise our right to purchase all or a portion of your assets, we shall be purchasing such assets only and shall be assuming no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value within thirty (30) days of our exercise of this option, fair market value shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs, and each shall pay one-half (1/2) of the appraisal fees. If we elect to exercise any option to purchase herein provided, we shall have the right to set off (i) all fees for any such independent appraiser due from you, (ii) all amounts due from you to us and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment therefor and shall pay the remaining amount in cash.

18.12.2 In addition to the options described above and if you own the Franchised Business' premises, then we shall have the option, to be exercised at or within thirty (30) days after termination or expiration of this Agreement, to purchase the Franchised Business' premises including any building thereon, if applicable, for the fair market value of the land and building, and any or all of the furnishings, equipment, signs, fixtures, vehicles, supplies and inventory therein at fair market value. We shall purchase assets only and shall assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If you do not own the land on which the Franchised Business is operated, and we exercise our option for an assignment of the lease, we may exercise this option for the purpose of purchasing the building if owned by you and related assets as described above. If the parties cannot agree on fair market value within thirty (30) days of our exercise of this option, fair market value shall be determined in accordance with appraisal procedure described above.

18.12.3 With respect to the options described in Sections 18.11, 18.12.1 and 18.12.2, you shall deliver to us in a form satisfactory to us, such warranties, deeds, releases of lien, bills of sale, assignments and such other documents and instruments which we deem necessary in order to perfect our

title and possession in and to the properties being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, you have not obtained all of these certificates and other documents, we may, in our sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

18.12.4 The time for closing of the purchase and sale of the properties described in Sections 18.12.1 and 18.12.2 shall be a date not later than thirty (30) days after the purchase price is determined by the parties or the determination of the appraisers, or such date we receive and obtain all necessary permits and approvals, whichever is later, unless the parties mutually agree to designate another date. The time for closing on the assignment of the lease described in Section 18.11 shall be a date no later than ten (10) days after our exercise of the option thereunder unless we are exercising our options under either Section 18.12.1 or 18.12.2, in which case the date of the closing shall be on the same closing date prescribed for such option. Closing shall take place at our corporate offices or at such other location as the parties may agree.

### 18.13 Franchised Business Assets

Notwithstanding anything to the contrary contained in Sections 18.11 and 18.12, if you operate the Franchised Business from a premises that is subleased to you by us, upon termination (or expiration without a successor option) of this Agreement, we shall have the right to take immediate possession of the assets of the Franchised Business, including, any or all of the furnishings, equipment (including any point-of-sale or computer hardware and software systems), signs, fixtures, motor vehicles, supplies, and inventory of yours related to the operation of the Franchised Business. We shall have a lien against all such assets in the amount of any amounts due to us under this Agreement or any other agreement. We shall have the right to have such assets appraised at the lower of cost or fair market value of the used assets, and to acquire all right, title and interest to such assets, without conducting any public sale, by paying to you (or to any lender of yours who has a lienholder interest in the assets) the difference between the appraised value and the amounts owed to us by you at the time of termination. If the lien on the assets from your lender has priority over any lien of ours, and the amount of the lien is in excess of the appraised value of such assets, we shall have the right to deal directly with your lienholder, and to pay any amounts due to you directly to the lienholder. You agree to provide all further assurances, and to execute all documents required by us or by law to lawfully effect such transfer, and to perfect our security interest. We shall have the right to take such action without the execution of any further documents by you if you fail or refuse to comply with these further assurances.

### 18.14 Assignment of Options by Us

We shall be entitled to assign any and all of our options in this Section to any other party, without your consent.

### 18.15 Telephone Numbers, Internet Listings, etc.

You, at our option, shall assign to us all rights to the telephone numbers of the Franchised Business and any related internet trademark listing or other business listings and execute all forms and documents required by us and any telephone company at any time to transfer such service and numbers to us. Further, you shall assign to us all internet listings, domain names, internet accounts, advertising on the internet or world wide web, websites, listings with search engines, email addresses or any other similar listing or usage related to the Franchised Business. The forms we may require you to execute include, but are not limited to, those included in Attachment 6 hereto. Notwithstanding any forms and documents which may have been executed under Section 7.9, you hereby appoint us as your true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete such assignment. This power of attorney shall survive the expiration or termination of this Agreement. You

shall thereafter use different telephone numbers, email addresses or other listings or usages at or in connection with any subsequent business conducted by you.

### 18.16 Liquidated Damages

18.16.1 If we terminate this Agreement with cause, you must pay us liquidated damages equal to the average value of the Royalty Fees you paid or owed to us during the twelve (12) months before the termination multiplied by (i) twenty-four (24), being the number of months in two (2) full years, or (ii) the number of months remaining during the term of this Agreement, whichever is lower.

18.16.2 The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

18.16.3 The liquidated damages provision only covers our damages from the loss of cash flow from the Royalty Fees. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee section. You and each of your Principals agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee section.

## ARTICLE 19
## MISCELLANEOUS

### 19.1 Notices

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by expedited delivery service or certified or registered mail, return receipt requested, first class postage prepaid, or sent by facsimile or email (provided that the sender confirms the facsimile by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission) to the respective parties at the addresses set forth in the introductory paragraph of this Agreement, unless and until a different address has been designated by written notice to the other party.

Any notice shall be deemed to have been given at the time of personal delivery or, in the case of facsimile, upon transmission (provided confirmation is sent as described above) or, in the case of expedited delivery service or registered or certified mail, three (3) business days after the date and time of mailing.

### 19.2 Entire Agreement

This Agreement, the documents referred to herein, and the Attachments hereto, constitute the entire, full and complete agreement between us and you and the Principals concerning the subject matter hereof and shall supersede all prior related agreements between us and you and the Principals; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Disclosure Document that was furnished to you by us. Except for those permitted to be made unilaterally by us hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

### 19.3 No Waiver

No delay, waiver, omission or forbearance on our part to exercise any right, option, duty or power arising out of any breach or default by you or the Principals under this Agreement shall constitute a waiver by us to enforce any such right, option, duty or power against you or the Principals, or as to a subsequent breach or default by you or the Principals. Acceptance by us of any payments due to us hereunder subsequent to the time at which such payments are due shall not be deemed to be a waiver by us of any preceding breach by you or the Principals of any terms, provisions, covenants or conditions of this Agreement.

### 19.4 Our Prior Approval

Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us, and such approval or consent shall be obtained in writing.

### 19.5 No Warranty or Guaranty

We make no warranties or guarantees upon which you may rely and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestion to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

### 19.6 Continued Obligation to Pay Sums

If a Force Majeure event shall occur, then, in addition to payments required under Section 17.1.3(e), you shall continue to be obligated to pay to us any and all amounts that you shall have duly become obligated to pay in accordance with the terms of this Agreement prior to the occurrence of any Force Majeure event and the Indemnitees shall continue to be indemnified and held harmless by you in accordance with Article 15. Except as provided in Section 17.1.3(e) and the immediately preceding sentence herein, none of the parties hereto shall be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of Force Majeure. Upon the occurrence of any event of the type referred to herein, the party affected thereby shall give prompt notice thereof to the other parties, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected thereby and a plan for resuming operation under the Agreement, which the party shall promptly undertake and maintain with due diligence. Such affected party shall be liable for failure to give timely notice only to the extent of damage actually caused.

### 19.7 Arbitration

Except to the extent we elect to enforce the provisions of this Agreement by judicial process and injunction in our sole discretion, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not been settled through negotiation will be settled by binding arbitration within the county where we maintain our headquarters under the authority of such state's statutes (the "Statutes"). The arbitrator(s) will have a minimum of five (5) years of experience in franchising or distribution law and will have the right to award specific performance of this Agreement. If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in the Statutes. To the extent such rules are not inconsistent with the provisions of this arbitration provision or the Statutes, the proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association. The decision of the arbitrator(s) will be final and binding on all parties. This Section will survive termination or any non-extension or refusal of a successor term under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During the

pendency of any arbitration proceeding, you and we shall fully perform our respective obligations under this Agreement.

### 19.8 Venue; Governing Law

With respect to any claims, controversies or disputes which are not finally resolved through mediation or arbitration, or as otherwise provided above, you and the Principals hereby irrevocably submit themselves to the jurisdiction of the state courts and the Federal District Court nearest to our headquarters. You and the Principals hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision. You and the Principals hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by the commonwealth of Puerto Rico or federal law. You and the Principals further agree that venue for any proceeding relating to or arising out of this Agreement shall be the county and state where we maintain our headquarters; provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief or (3) involving possession or disposition of, or other relief relating to, real property, we may bring such action in any State or Federal District Court which has jurisdiction. With respect to all claims, controversies, disputes or actions, related to this Agreement or the relationship created thereby, this Agreement and any such related claims, controversies, disputes or actions shall be governed, enforced and interpreted under the law of the state where we maintain our headquarters.

### 19.9 Agreement Regarding Governing Law and Choice of Forum

You, the Principals and we acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 19.8 above provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. Each of you, the Principals and we further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

### 19.10 Waiver of Punitive Damages

You, the Principals and we hereby waive, to the fullest extent permitted by law, any right to or claim or any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against either party, their officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, either party shall be limited to the recovery of any actual damages sustained by it. 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 damages (including, without limitation, loss of profits) shall continue in full force and effect.

### 19.11 Execution in Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

### 19.12 Captions

The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any other

manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect.

### 19.13 Survival of Terms

Any obligation of you or the Principals that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of you or the Principals therein, shall be deemed to survive such termination, expiration or transfer.

### 19.14 Severability of Provisions

Except as expressly provided to the contrary herein, each portion, section, part, term and provision of this Agreement shall be considered severable; and if, for any reason, any portion, section, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, this shall not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms or provisions of this Agreement that may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms or provisions shall be deemed not to be part of this Agreement; and there shall be automatically added such portion, section, part, term or provision as similar as possible to that which was severed which shall be valid and not contrary to or in conflict with any law or regulation.

### 19.15 Joint and Several Obligations

All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. Without limiting the obligations individually undertaken by the Principals under this Agreement, all acknowledgments, promises, covenants, agreements and obligations made or undertaken by you in this Agreement shall be deemed, jointly and severally, undertaken by all of the Principals.

### 19.16 Rights and Remedies Cumulative

All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between you or any of your affiliates and us. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of our rights pursuant to Article 17 of this Agreement shall not discharge or release you or any of the Principals from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

### 19.17 References

Each reference in this Agreement to a corporation or partnership shall be deemed to also refer to a limited liability company and any other entity or organization similar thereto. Each reference to the organizational documents, equity owners, directors, and officers of a corporation in this Agreement shall be deemed to refer to the functional equivalents of such organizational documents, equity owners, directors, and officers, as applicable, in the case of a limited liability company or any other entity or organization similar thereto.

### 19.18 No Rights or Remedies Except to the Parties

Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than you, us, our officers, directors, members and employees and such of your and our respective successors and assigns as may be contemplated (and, as to you, authorized by Article 14), any rights or remedies under or as a result of this Agreement.

### 19.19 Effectiveness of Agreement

This Agreement shall not become effective until signed by an authorized officer of ours.

### 19.20 Modification of the System

You understand and agree that the System must not remain static if it is to meet, without limitation, presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other marketplace variables, and if it is to best serve the interests of us, you and all other franchisees. Accordingly, you expressly understand and agree that we may from time to time change the components of the System including, but not limited to, altering the products, programs, services, methods, standards, forms, policies and procedures of that System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services which your Franchised Business is authorized and required to offer; modifying or substituting entirely the building, premises, equipment, signage, trade dress, décor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which you are required to observe hereunder; and changing, improving, modifying, or substituting other words or designs for, the Marks. You expressly agree to comply with any such modifications, changes, additions, deletions, substitutions and alterations; provided, however, that such changes shall not materially and unreasonably increase your obligations hereunder.

You shall accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed.

We shall not be liable to you for any expenses, losses or damages sustained by you as a result of any of the modifications contemplated hereby. You hereby covenant not to commence or join in any litigation or other proceeding against us or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby. You expressly waive any claims, demands or damages arising from or related to the foregoing activities including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

### 19.21 Operation in the Event of Absence or Disability

In order to prevent any interruption of the Franchised Business operations which would cause harm to the Franchised Business, thereby depreciating the value thereof, you authorize us, who may, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to operate the Franchised Business, operate the Franchised Business for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement. All monies from the operation of the Franchised Business during such period of operation by us shall be kept in a separate account, and the expenses of the Franchised Business, including reasonable compensation and expenses for our representative, shall be charged to said account. If, as herein provided, we temporarily operate the Franchised Business franchised herein for you, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties.

### 19.22 Step-In Rights

If we determine in our sole judgment that the operation of your business is in jeopardy, or if a default occurs, then in order to prevent an interruption of the Franchised Business which would cause harm to the System and thereby lessen its value, you authorize us to operate your business for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement. In our sole judgment, we may deem you incapable of operating the Franchised Business if, without limitation, you are absent or incapacitated by reason of illness or death; you have failed to pay when due or have failed to remove any and all liens or encumbrances of every kind placed upon or against your business; or we determine that operational problems require that we operate your business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the business as a going concern.

We shall keep in a separate account all monies generated by the operation of your business, less the expenses of the business, including reasonable compensation and expenses for our representatives. In the event of our exercise of the Step-In Rights**,** you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You agree to pay all of our reasonable attorneys' fees and costs incurred as a consequence of our exercise of the Step-In Rights. Nothing contained herein shall prevent us from exercising any other right which we may have under this Agreement, including, without limitation, termination.

### 19.23 Costs and Legal Fees

If we are required to enforce this Agreement in a judicial or arbitration proceeding, you shall reimburse us for our costs and expenses, including, without limitation, reasonable accountants', attorneys', attorney assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by you to comply with this Agreement, you shall reimburse us for any of the above-listed costs and expenses incurred by us.

### 19.24 Consent to do Business Electronically

The parties to the Franchise Agreement hereby consent to do business electronically. Pursuant to the Uniform Electronic Transactions Act as adopted by the Commonwealth of Puerto Rico, the parties hereby affirm to each other that they agree with the terms of the Franchise Agreement and its Addenda, and by attaching their signature electronically to the Franchise Agreement, they are executing the document and intending to attach their electronic signature to it. Furthermore, the parties acknowledge that the other parties to the Franchise Agreement can rely on an electronic signature as the respective party's signature.

## ARTICLE 20
## SECURITY INTERESTS

### 20.1 Collateral

You grant to us a security interest ("Security Interest") in all of the furniture, fixtures, equipment, signage, and realty (including your interests under all real property and personal property leases) of the Franchised Business, together with all similar property now owned or hereafter acquired, additions, substitutions, replacements, proceeds, and products thereof, wherever located, used in connection with the Franchised Business. All items in which a security interest is granted are referred to as the "Collateral".

### 20.2 Indebtedness Secured

The Security Interest is to secure payment of the following (the "Indebtedness"):

20.2.1 All amounts due under this Agreement or otherwise by you;

20.2.2 All sums which we may, at our option, expend or advance for the maintenance, preservation, and protection of the Collateral, including, without limitation, payment of rent, taxes, levies, assessments, insurance premiums, and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness;

20.2.3 All expenses, including reasonable attorneys' fees, which we incur in connection with collecting any or all Indebtedness secured hereby or in enforcing or protecting our rights under the Security Interest and this Agreement; and

20.2.4 All other present or future, direct or indirect, absolute or contingent, liabilities, obligations, and indebtedness of you to us or third parties under this Agreement, however created, and specifically including all or part of any successor term or extension of this Agreement, whether or not you execute any extension agreement or successor agreement instruments.

Our security interest, as described herein, shall be subordinated to any financing related to your operation of the Franchised Business, including, but not limited to, a real property mortgage and equipment leases.

### 20.3 Additional Documents

You will from time to time as required by us join with us in executing any additional documents and one or more financing statements pursuant to the Uniform Commercial Code (and any assignments, extensions, or modifications thereof) in form satisfactory to us.

### 20.4 Possession of Collateral

Upon default and termination of your rights under this Agreement, we shall have the immediate right to possession and use of the Collateral.

### 20.5 Our Remedies in Event of Default

You agree that, upon the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured shall, at our option and without notice, become due and payable immediately, and we shall then have the rights, options, duties, and remedies of a secured party under, and you shall have the rights and duties of a debtor under, the Uniform Commercial Code of the commonwealth of Puerto Rico (or other applicable law), including, without limitation, our right to take possession of the Collateral and without legal process to enter any premises where the Collateral may be found. Any sale of the Collateral may be conducted by us in a commercially reasonable manner. Reasonable notification of the time and place of any sale shall be satisfied by mailing to you pursuant to the notice provisions set forth above.

### 20.6 Special Filing as Financing Statement

This Agreement shall be deemed a Security Agreement and a Financing Statement. This Agreement may be filed for record in the real estate records of each county in which the Collateral, or any part thereof, is situated and may also be filed as a Financing Statement in the counties or in the office of the Secretary of State, as appropriate, in respect of those items of Collateral of a kind or character defined in or

subject to the applicable provisions of the Uniform Commercial Code as in effect in the appropriate jurisdiction.

## ARTICLE 21
## TECHNOLOGY

### 21.1 Computer Systems and Software

The following terms and conditions shall apply with respect to your computer system:

21.1.1 We shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among Acai Express Franchised Businesses, including without limitation: (a) back office and point-of-sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at Acai Express Shops, Food Trucks, or Food Trailers, between or among Shops, Food Trucks, or Food Trailers and between and among the Franchised Business and us and/or you; (b) Point-of-Sale Systems; (c) physical, electronic, and other security systems; (d) printers and other peripheral devices; (e) archival back-up systems; and (f) internet access mode and speed (collectively, the "Computer System").

21.1.2 We shall have the right, but not the obligation, to develop or have developed for us, or to designate: (a) computer software programs and accounting system software that you must use in connection with the Computer System ("Required Software"), which you shall install; (b) updates, supplements, modifications, or enhancements to the Required Software, which you shall install; (c) the tangible media upon which you shall record data; and (d) the database file structure of your Computer System.

21.1.3 You shall record all sales on computer-based point-of-sale systems approved by us or on such other types of systems as may be designated by us in the Manual or otherwise in writing ("Point-of-Sale Systems"), which shall be deemed part of your Computer System.

21.1.4 You shall make, from time to time, such upgrades and other changes to the Computer System and Required Software as we may request in writing (collectively, "Computer Upgrades").

21.1.5 You shall comply with all specifications issued by us with respect to the Computer System and the Required Software, and with respect to Computer Upgrades. You shall also afford us unimpeded access to your Computer System and Required Software as we may request, in the manner, form, and at the times requested by us.

21.1.6 In addition to the requirements of Article 4, you shall pay all fees, whether to us or to third party vendor(s), and expenses for technology required by this Agreement for operation of the Franchised Business, including but not limited to, all costs related to the Computer System, Required Software, and Computer Upgrades, digital menu displays, internet access, license fees, help desk fees, and licensing or user-based fees.

### 21.2 Data

We may, from time-to-time, specify in the Manual or otherwise in writing the information that you shall collect and maintain on the Computer System installed at the Franchised Business, and you shall provide to us such reports as we may reasonably request from the data so collected and maintained. All data pertaining to the Franchised Business and all data created or collected by you in connection with the System, or in connection with your operation of the Franchised Business, (including without limitation data

pertaining to or otherwise concerning the Franchised Business' customers) or otherwise provided by you (including, without limitation, data uploaded to, or downloaded from your Computer System) is and will be owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. Copies and/or originals of such data must be provided to us upon our request. We hereby license use of such data back to you for the term of this Agreement, at no additional cost, solely for your use in connection with the business franchised under this Agreement.

### 21.3 Privacy

You shall abide by all applicable laws pertaining to privacy of information collected or maintained regarding customers or other individuals ("Privacy"), and shall comply with our standards and policies pertaining to Privacy. If there is a conflict between our standards and policies pertaining to Privacy and applicable law, you shall: (a) comply with the requirements of applicable law; (b) immediately give us written notice of said conflict; and (c) promptly and fully cooperate with us and our counsel as we may request to assist us in our determination regarding the most effective way, if any, to meet our standards and policies pertaining to Privacy within the bounds of applicable law.

### 21.4 Telecommunications

You shall comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between your Computer System and our intranet, if any, and/or such other computer systems as we may reasonably require.

### 21.5 Intranet

We may establish a website providing private and secure communications between us, you, franchisees, licensees and other persons and entities as determined by us, in our sole discretion (an "Intranet"). You shall comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to connecting to the Intranet, and utilizing the Intranet in connection with the operation of the Franchised Business. The Intranet may include, without limitation, the Manuals, training other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You shall purchase and maintain such computer software and hardware as may be required to connect to and utilize the Intranet.

### 21.6 On-line Use of Proprietary Marks

You shall not use the Proprietary Marks, or any abbreviation or other name associated with us and/or the System as part of any email address, domain name, and/or other identification of you in any electronic medium. You agree not to transmit or cause any other party to transmit advertisements or solicitations by email or other electronic media without our prior written consent as to your plan for transmitting such advertisements.

### 21.7 No Outsourcing Without Prior Written Consent

You shall not hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, or any other of your obligations without our prior written approval therefor, unless we have designated an approved supplier to provide such services. Our consideration of any proposed outsourcing vendor(s) may be conditioned upon, among other things, such third party or outside vendor's entry into a confidentiality agreement with us and you in a form that is reasonably provided by us.

### 21.8 Changes to Technology

You and we acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and you agree that you shall abide by those reasonable new standards established by us as if this Article 21 were periodically revised by us for that purpose. You acknowledge and understand that this Agreement does not place any limitations on either our right to require you to obtain Computer Upgrades or the cost of such Computer Upgrades.

## ARTICLE 22
## YOUR REPRESENTATIONS AND ACKNOWLEDGMENTS

### 22.1 Your Representations

You represent and warrant to us, with the intention that we are relying thereon in entering into this Agreement, that:

22.1.1 If you are a corporation, limited liability company, general partnership, partnership, or limited partnership, then you are organized under the laws of the state of your principal place of business (or another state which you have identified to us) and are in good standing with and qualified to do business in each state and political/governmental subdivision having jurisdiction over the Franchised Business.

22.1.2 If you are a corporation, limited liability company, general partnership, partnership, or limited partnership, you have all corporate power and authority to execute, deliver, consummate and perform this Agreement, and it will be binding upon you and your successors and assigns when executed.

22.1.3 You do not have any material liabilities, adverse claims, commitments or obligations of any nature as of the date of execution of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise which are not reflected as liabilities on the balance sheets of your current financial statements, which you have furnished to us before the execution of this Agreement.

22.1.4 As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or, to your knowledge or the knowledge any of your officers, directors, principal shareholders, proprietors, partners or principals (as applicable) after due inquiry, threatened, in any court or arbitral forum, or before any governmental agency or instrumentality, nor to the best of your knowledge or the knowledge of any such persons or entities (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation which affects or could affect, directly or indirectly, any of your assets, properties, rights or business; your right to operate and use your assets, properties or rights to carry on your business; and/or which affects or could affect your right to assume and carry out in all respects the duties, obligations and responsibilities specified in this Agreement.

22.1.5 Neither you nor any of your Principals is a party to any contract, agreement, covenant not to compete or other restriction of any type which may conflict with, or be breached by, the execution, delivery, consummation and/or performance of this Agreement.

22.1.6 All of your representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement.

### 22.2 Your Acknowledgments

You acknowledge the truthfulness of the statements contained in Attachment 7 hereto. Your acknowledgments are an inducement for us to enter into this Agreement. You shall immediately notify us, prior to acknowledgment, if any statement in Attachment 7 is incomplete or incorrect.

Each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date first above written.

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
ACAI EXPRESS FRANCHISING INC.

By:_____
Name:_____
Title:_____
Accepted On:_____
(the "Effective Date")

PRINCIPALS:

_____
Name:_____

_____
Name:_____

**ATTACHMENT 1 TO THE FRANCHISE AGREEMENT**

**ACCEPTED LOCATION AND DESIGNATED TERRITORY**

[If there is no Accepted Location on the Effective Date, insert: **ACCEPTED LOCATION ADDRESS AND DESIGNATED TERRITORY TO BE DETERMINED AND INSERTED AFTER PREMISES IS IDENTIFIED BY YOU AND APPROVED BY US FOR THE FRANCHISED BUSINESS, IN ACCORDANCE WITH SECTIONS 1.2 AND 2.2 OF THE FRANCHISE AGREEMENT, IN THE SITE SEARCH AREA OF _____.]

1. ACCEPTED LOCATION

Pursuant to Section 1.2 of the Franchise Agreement, the Franchised Business shall be located at the following Accepted Location:

_____
_____
_____

2. DESIGNATED TERRITORY:

Pursuant to Section 1.4 of the Franchise Agreement, the Designated Territory shall be:

_____
_____

FRANCHISEE:
_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
ACAI EXPRESS FRANCHISING INC.

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

**ATTACHMENT 2 TO THE FRANCHISE AGREEMENT**

**COLLATERAL ASSIGNMENT OF LEASE**

**FOR VALUE RECEIVED**, the undersigned ("Assignor") assigns, transfers and sets over to Acai Express Franchising Inc., a Puerto Rico corporation ("Assignee"), all of Assignor's right and title to and interest in that certain "Lease" a copy of which is attached as Exhibit A respecting premises commonly known as _____. This assignment is for collateral purposes only and except as specified in this document Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this assignment or the Lease unless and until Assignee takes possession of the premises the Lease demises according to the terms of this document and assumes Assignor's obligations under the Lease.

Assignor represents and warrants to Assignee that it has full power and authority to assign the Lease and that Assignor has not previously assigned or transferred and is not otherwise obligated to assign or transfer any of its interest in the Lease or the premises it demises.

Upon Assignor's default under the Lease or under the "Franchise Agreement" for a Shop, Food Truck, or Food Trailer between Assignee and Assignor or in the event Assignor defaults under any document or instrument securing the Franchise Agreement Assignee has the right to take possession of the premises the Lease demises and expel Assignor from the premises. In that event Assignor will have no further right and title to or interest in the Lease but will remain liable to Assignee for any past due rental payments or other charges Assignee is required to pay Lessor to effectuate the assignment this document contemplates.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without Assignee's prior written consent. Throughout the term of the Franchise Agreement Assignor agrees that it will elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days before the last day upon which the option must be exercised unless Assignee agrees otherwise in writing. Upon Assignee's failure to agree otherwise in writing and upon Assignor's failure to elect to extend or renew the Lease as required Assignor appoints Assignee as its true and lawful attorney-in-fact with the authority to exercise the extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting the extension or renewal.

| | |
|---|---|
| ASSIGNEE:<br>ACAI EXPRESS FRANCHISING INC.: | ASSIGNOR:<br>_____ |
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |

**CONSENT TO COLLATERAL ASSIGNMENT AND AGREEMENT OF LESSOR**

The undersigned Lessor under the Lease:

(a) Agrees to notify Assignee in writing of and upon Assignor's failure to cure any default by Assignor under the Lease;

(b) Agrees that Assignee will have the right, but not the obligation, to cure any default by Assignor under the Lease within thirty (30) days after Lessor's delivery of notice of the default under section (a) above;

(c) Consents to the Collateral Assignment and agrees that if Assignee takes possession of the premises the Lease demises and confirms to Lessor that it has assumed the Lease as tenant, Lessor will recognize Assignee as tenant under the Lease, provided that Assignee cures within the thirty (30) day period noted in section (b) above Assignor's defaults under the Lease; and

(d) Agrees that Assignee may further assign the Lease to or enter into a sublease with a person, firm or corporation who agrees to assume the tenant's obligations under the Lease and is reasonably acceptable to Lessor and that upon that assignment Assignee will have no further liability or obligation under the Lease as assignee, tenant or otherwise, other than to certify that the additional assignee or sublessee operates the premises the Lease demises as a Shop, Food Truck or Food Trailer.

Dated:_____

_____

_____, Lessor

**ATTACHMENT 3 TO THE FRANCHISE AGREEMENT**

**STATEMENT OF OWNERSHIP INTERESTS IN FRANCHISEE/ENTITY**

| **Name** | **Percentage of Ownership** |
|---|---|

The below named individually undertakes the additional obligations and responsibilities of the "Operating Partner", as defined in Section 6.2.6 of the Franchise Agreement.

**OPERATING PARTNER:**

_____

Name:_____

**ATTACHMENT 4 TO THE FRANCHISE AGREEMENT**

**CONFIDENTIALITY AND NON-COMPETITION AGREEMENT**
**(for trained employees and managers of Franchised Business)**

In consideration of my being a _____of _____ ("Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Pursuant to a Franchise Agreement dated _____ (the "Franchise Agreement"), Franchisee has acquired the right and franchise from Acai Express Franchising Inc. (the "Company") to establish and operate an Acai Express Shop, Food Truck, or Food Trailer (the "Franchised Business") and the right to use in the operation of the Franchised Business the Company'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 Company's sole discretion, only at the following authorized and accepted location: _____ (the "Accepted Location").

2. The Company, 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 Franchised Businesses offering acai bowls, pitaya bowls, oatmeal bowls, coconut bowls, grain bowls, chia pudding bowls, protein bowls, protein poppers, smoothies, popsicles, natural juices, artisan toast, and avocado, hummus, peanut butter and Nutella toast, ice cream and quesadillas. Acai, pitaya and other fruits and ingredients are juiced and prepared onsite from fresh and frozen ingredients. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, recipes, methods, techniques, formats, specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Franchised Business (the "Confidential Information").

3. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

4. As _____ of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me training programs, the Company's Confidential Operations Manuals (the "Manuals"), and other general assistance during the term of the Franchise Agreement.

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term of the Franchise Agreement, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of the Company, 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 and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as _____ of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

7. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, either directly or indirectly for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any food service business which: (a) is the same as, or substantially similar to, a Franchised Business; or (b) offers to sell or sells any products or services which are the same as, or substantially similar to, any of the products offered by a Franchised Business (a "Competitive Business"); and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, or upon the expiration, termination, transfer, or assignment of the Franchise Agreement, whichever occurs first, and continuing for two (2) years thereafter, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any Competitive Business that is, or is intended to be, located at or within:

7.1 Franchisee's Designated Territory, as defined in the Franchise Agreement ("Franchisee's Designated Territory");

7.2 Five (5) miles of Franchisee's Designated Territory; or

7.3 Five (5) miles of any Franchised Business operating under the System and the Proprietary Marks.

The prohibitions in this Paragraph 7 do not apply to my interests in or activities performed in connection with a Franchised Business. This restriction does not apply to my ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

9. I understand and acknowledge that the Company 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 Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Company 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 the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

11. This Agreement shall be construed under the laws of the Commonwealth of Puerto Rico, without regard to the application of the commonwealth of Puerto Rico conflict of law rules. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

Signature

Name

Address

Title

**ACKNOWLEDGED BY FRANCHISEE**

By:_____
Name:_____
Title:_____

**ATTACHMENT 5 TO THE FRANCHISE AGREEMENT**
**ELECTRONIC TRANSFER AUTHORIZATION**

**AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO ACAI EXPRESS FRANCHISING INC. ("COMPANY")**

Depositor hereby authorizes and requests _____ (the "Depository") to initiate debit and credit entries to Depositor's ☐ checking or ☐ savings account (select one) indicated below drawn by and payable to the order of Acai Express Franchising Inc. by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation.

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 Company has received written notification from me (or either of us) of its termination in such time and in such manner to afford Company and Depository a responsible opportunity to act on such request.

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.**

**ATTACHMENT 6 TO THE FRANCHISE AGREEMENT**

**INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE LISTING AGREEMENT**

**THIS INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE LISTING AGREEMENT** (the "Agreement") is made and entered into this day of _____ (the "Effective Date"), by and between Acai Express Franchising Inc., a Puerto Rico corporation, with its principal place of business at Urb. Caribe #1569 Calle Alda, Suite 302, San Juan, Puerto Rico, 00926 (the "Franchisor"), and _____, a(n) _____, with its principal place of business located at _____, and _____ _____'s principal(s), _____, an individual, residing at _____ _____, and _____, an individual, residing at _____ _____ ("Principal(s)"). _____ and Principal(s) shall be collectively referred to in this Agreement as the "Franchisee".

**WHEREAS**, Franchisee desires to enter into a franchise agreement with Franchisor for an Acai Express business ("Franchise Agreement") which will allow Franchisee to conduct internet-based advertising, maintain social media accounts, use software, and use telephone listings linked to the Acai Express brand.

**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. **Internet Advertising and Telephone Listings**

2.1 Interest in Websites, Social Media Accounts, Other Electronic Listings and Software. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of Franchise Agreement, certain right, title, or interest in and to certain domain names, social media accounts, hypertext markup language, uniform resource locator addresses, access to corresponding internet websites, the right to hyperlink to certain websites and listings on various internet search engines, and the right to use certain software (collectively, "Electronic Advertising and Software") related to the Franchised Business or the Marks.

2.2 Interest in Telephone Numbers and Listings. Franchisee has or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, internet page, and other telephone directory listings (collectively, the "Telephone Listings") related to the Franchised Business or the Marks.

2.3 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately:

2.3.1 direct all internet service providers, domain name registries, internet search engines, other listing agencies and software companies (collectively, the "Internet and Software Companies") with which Franchisee has Electronic Advertising and Software: (i) to transfer all of Franchisee's interest in such Electronic Advertising and Software to Franchisor; and (ii) 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 Electronic Advertising and Software, Franchisee will immediately direct the Internet and Software Companies to terminate such Electronic Advertising and Software or will take such other actions with respect to the Electronic Advertising and Software as Franchisor directs; and

2.3.2 direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Listings: (i) to transfer all Franchisee's interest in such Telephone Listings to Franchisor; and (ii) 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 Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Listings or will take such other actions with respect to the Telephone Listings as Franchisor directs.

2.4 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:

2.4.1 Direct the Internet and Software Companies to transfer all Franchisee's interest in and to the Electronic Advertising and Software to Franchisor, or alternatively, to direct the Internet and Software Companies to terminate any or all of the Electronic Advertising and Software;

2.4.2 Direct the Telephone Companies to transfer all Franchisee's interest in and to the Telephone Listings to Franchisor, or alternatively, to direct the Telephone Companies to terminate any or all of the Telephone Listings; and

2.4.3 Execute such standard assignment forms or other documents as the Internet and Software Companies and/or Telephone Companies may require in order to affect such transfers or terminations of Franchisee's interest.

2.5 Certification of Termination. Franchisee hereby directs the Internet and Software Companies and Telephone 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.

2.6 Cessation of Obligations. After the Internet and Software Companies and the Telephone Companies have duly transferred all Franchisee's interests as described in paragraph 2.3 above to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations with respect to the particular Electronic Advertising and Software and/or Telephone Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet and Software Companies and Telephone Companies for the respective sums Franchisee is obligated to pay to them for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such interests, or for any other obligations not subject to the Franchise Agreement or this Agreement.

## 3. **Miscellaneous**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet and Software Companies and/or Telephone 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 in, assertible 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, 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 matter hereunder.

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, and all Franchisee's obligations, under this Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Agreement, all provisions of the Franchise Agreement and attachments and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Agreement shall survive the Termination of the Franchise Agreement.

3.8 Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Puerto Rico, without regard to the application of Puerto Rico conflict of law rules.

The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
ACAI EXPRESS FRANCHISING INC.

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

**ATTACHMENT 7 TO THE FRANCHISE AGREEMENT**

**FRANCHISEE ACKNOWLEDGMENT STATEMENT**

You hereby acknowledge the following:

1. You have conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. You further acknowledge that, except as may be set forth in our Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to you by us and you and any and all Principals hereby waive any claim against us for any business failure you may experience as a franchisee under this Agreement.

_____
Initial

2. You have conducted an independent investigation of the business contemplated by this Agreement and understand and acknowledge that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of you and your efforts as an independent business operation.

_____
Initial

3. You agree that no claims of success or failure have been made to you prior to signing the Franchise Agreement and that you understand all the terms and conditions of the Franchise Agreement. You further acknowledge that the Franchise Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

_____
Initial

4. You have no knowledge of any representations by us or our officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. You acknowledge that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. You represent, as an inducement to our entry into this Agreement, that you have made no misrepresentations in obtaining the Franchise Agreement.

_____
Initial

5. You expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

_____
Initial

6. You acknowledge that our approval or acceptance of your Franchised Business' location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by us that the operation of the Franchised Business at the premises will be successful or profitable.

_____
Initial

7. You acknowledge that you have received the Acai Express Franchising Inc. Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. You further acknowledge that you have read such Franchise Disclosure Document and understand its contents.

_____
Initial

8. You acknowledge that you have had ample opportunity to consult with your own attorneys, accountants and other advisors and that the attorneys for us have not advised or represented you with respect to the Franchise Agreement or the relationship thereby created.

_____
Initial

9. You, together with your advisers, have sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

_____
Initial

10. You are aware of the fact that other present or future franchisees of ours may operate under different forms of agreement(s), and consequently that our obligations and rights with respect to our various franchisees may differ materially in certain circumstances.

_____
Initial

11. It is recognized by the parties that we are also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that we do not warrant that such products will not be sold within your Designated Territory by others who may have purchased such products from us.

_____
Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, YOU AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF YOUR AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE ACAI EXPRESS FRANCHISING INC. AND ANY OF THE ABOVE'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY US IN OUR FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY YOU.

_____
Initial

Acknowledged this day of _____.

PRINCIPAL:

_____
*Signature*
Name:_____

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

**ATTACHMENT 8 TO THE FRANCHISE AGREEMENT**

**AMERICANS WITH DISABILITIES ACT CERTIFICATION**

Acai Express Franchising Inc. ("Franchisor") and _____ ("Franchisee") are parties to a Franchise Agreement dated _____ for the operation of an "Acai Express" Shop, Food Truck, or Food Trailer at _____ (the "Franchised Business"). In accordance with Article 2 of the Franchise Agreement, Franchisee certifies to Franchisor that, to the best of Franchisee's knowledge, the Franchised Business and its adjacent areas comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards, including but not limited to the Americans with Disabilities Act. Franchisee acknowledges that it is an independent licensee and the requirement of this certification by Franchisee does not constitute ownership, control, leasing or operation of the Franchised Business. Franchisee acknowledges that Franchisee has relied on the information contained in this certification. Furthermore, Franchisee acknowledge its obligation under this Franchise Agreement to indemnify Franchisor and the officers, directors, and employees of Franchisor in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party(ies) as a result of any matters associated with Franchisee's compliance with the Americans with Disabilities Act, as well as the costs, including attorneys' fees, related to the same.

**FRANCHISEE**

_____

By:_____
Name:_____
Title:_____

**ATTACHMENT 9 TO THE FRANCHISE AGREEMENT**

**SPOUSAL GUARANTY**

This Guaranty and Covenant (this "Guaranty") is given by the undersigned ("Guarantor") on ____ _____ (the "Effective Date"), to Acai Express Franchising Inc., a Puerto Rico corporation ("Franchisor"), in order to induce Franchisor to enter into that certain Franchise Agreement dated on or about the Effective Date hereof (the "Franchisee Agreement") with _____ _____, a(n) _____, _____ _____ and _____(collectively "Franchisee").

Guarantor acknowledges that Guarantor is the spouse of Franchisee's Principal, as that term is used in the Franchise Agreement.

Guarantor acknowledges that Guarantor has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Guaranty is in partial consideration for, and a condition to the granting of, the rights granted in the Franchise Agreement to Franchisee, and that Franchisor would not have granted these rights without the execution of this Guaranty by Guarantor.

Guarantor hereby individually makes, agrees to be bound by, and agrees to perform, all of the monetary obligations and non-competition covenants and agreements of the Franchisee as set forth in the Franchise Agreement, including but not limited to, the covenants set forth in Article 10 of the Franchise Agreement ("Guaranteed Obligations"). Guarantor shall perform and/or make punctual payment to Franchisor of the Guaranteed Obligations in accordance with the terms of the Franchise Agreement or other applicable document forthwith upon demand by Franchisor.

This Guaranty is an absolute and unconditional continuing guaranty of payment and performance of the Guaranteed Obligations. This Guaranty shall not be discharged by renewal of any obligations guaranteed by this instrument, change in ownership or control of the Franchisee entity, transfer of the Franchise Agreement, the suffering of any indulgence to any debtor, extension of time of payment thereof, nor the discharge of Franchisee by bankruptcy, operation of law or otherwise. Presentment, demand, protest, notice of protest and dishonor, notice of default or nonpayment and diligence in collecting any obligation under any agreement between Franchisee and Franchisor are each and all waived by Guarantor and/or acknowledged as inapplicable. Guarantor waives notice of amendment of any agreement between Franchisee and Franchisor and notice of demand for payment by Franchisee. Guarantor further agrees to be bound by any and all amendments and changes to any agreement between Franchisee and Franchisor.

Franchisor may pursue its rights against Guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy.

If other guarantors have guaranteed any and or all of the Guaranteed Obligations, their liability shall be joint and several to that of Guarantor.

Until all of the Guaranteed Obligations have been paid in full and/or performed in full, Guarantor shall not have any right of subrogation, unless expressly given to Guarantor in writing by Franchisor.

All Franchisor's rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between Franchisor and Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Franchisor by law.

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

This Guaranty shall extend to and inure to the benefit of Franchisor and its successors and assigns and shall be binding on Guarantor and its successors and assigns.

Guarantor has signed this Guaranty as of the date set forth above.

GUARANTOR - SPOUSE OF FRANCHISEE'S PRINCIPAL:

_____
*Signature*
Name:_____

Address:_____
_____
_____

**Exhibit D to the**
**Acai Express Franchising Inc. Franchise Disclosure Document**

**LIST OF FRANCHISEES**
(as of December 31, 2021)

| **FLORIDA** | |
|---|---|
| **Franchisee** | **Location** |
| Valentina Group<br>Ed Otero | *Cocoa Beach*<br>19 N. Orlando Avenue<br>Cocoa Beach, Florida 32931<br>(973)930-7851 |
| **NEW JERSEY** | |
| **Franchisee** | **Location** |
| Superfood Bowls Etc LLC<br>George Ajaj | *Rockaway Town Plaza*<br>395 Mount Hope Avenue<br>Rockaway, New Jersey 07866<br>(973)366-2224 |
| **PUERTO RICO** | |
| **Franchisee** | **Location** |
| Akram Odeh* | *Reparto Metropolitano*<br>977-981 Avenida Americo Miranda<br>San Juan, Puerto Rico 00921<br>(787)370-3696 |
| Akram Odeh* | *College Park*<br>Carr. 177 Urb. College Park<br>Calle Glasgow, Esq. Ave. Lomas Verdes<br>San Juan, Puerto Rico 00926<br>(787)717-5574 |
| Akram Odeh* | *Villa Fontana*<br>Avenida Jose Fidalgo Diaz<br>Carolina, Puerto Rico 00985<br>(787)717-5574 |
| Akram Odeh* | *Borinque Tower*<br>Avenida Roosevelt Esq. Ensenada 1488<br>San Juan, Puerto Rico 00920<br>(787)422-0062 |
| Akram Odeh* | *Caguas-Condado Moderno*<br>65 Calle Hector R Bunker<br>Caguas, Puerto Rico 00725<br>(787)644-1669 |
| Andremar Co., Inc.*<br>Jose Vazquez | *Caguas Sur*<br>Santolaya Comercial Site PR 1KM 39.3<br>Turabo Caguas, Puerto Rico 00725<br>(787)685-4543 |
| Andremar Co., Inc.*<br>Jose Vazquez | *Ponce - Coto Laurel*<br>PR-506 Space #2<br>Ponce, Puerto Rico 00780<br>(787)496-0102 |

| | |
|---|---|
| CYLS, LLC*<br>Lyle Swanson<br>Christopher Holsman | *Las Piedras*<br>Carr. 173, 927 Barrio Botones<br>Las Piedras, Puerto Rico 00771<br>(787)903-3343 |
| Fares Dawahra | *Anasco*<br>PR-2<br>Anasco, Puerto Rico 00610<br>(787)291-7292 |
| Hervaz Co., Inc.*<br>Jose Vasquez | *Ponce Towne Center*<br>PR-2 C/Baramaya<br>Ponce, Puerto Rico 00728<br>(787)506-5452 |
| Juan Rios | *Santa Rosa*<br>Carr 174 Santa Rosa Esq. Boundery<br>Bayamon, Puerto Rico 00959<br>(787)508-1588 |
| Lyle Swanson | *Humacao*<br>Calle Dr. Vidal #3<br>Humacao, Puerto Rico 00791<br>(787)852-5447 |
| Manuel Vargas | *65 de Infanteria*<br>Marginal San Agustin Km 2.3, #19<br>Avenida 65 de Infanteria<br>Rio Piedras, Puerto Rico 00923<br>(787)457-2222 |
| Mario Gaztambide | *Garden Hills*<br>Esq. Calle Sirio Avenida Luis Vigeroux<br>San Juan, Puerto Rico 00926<br>(787)378-2602 |
| NP Nutrition Inc.<br>Normarie Pinero | *Canovanas*<br>18400 State Road 3, Suite 205<br>Canovanas, Puerto Rico 00729<br>(787)209-5066 |
| Normarie Pineiro | *Rio Grande*<br>El Yunque Food Truck Park<br>PR-967<br>Rio Grande, Puerto Rico 00745<br>(787)692-7214 |
| Oscar Ortiz | *Los Colobos*<br>Carretera #3 Km 14.8<br>Carolina, Puerto Rico 00979<br>(939)280-5889 |
| P.R. Food Services, LLC<br>Lyle Swanson | *Arecibo*<br>Avenida Llorens Torres Carr #2<br>Arecibo, Puerto Rico 00612<br>(787)308-8688 |
| P.R. Food Services, LLC<br>Lyle Swanson | *Plaza Encantada*<br>Plaza Encantada Calle 2<br>Trujillo Alto, Puerto Rico 00976<br>(787)308-8688 |

| | |
|---|---|
| The Purple Enterprises LLC<br>Marielisa Loyola Cruz | *Dorado*<br>696 Jose Efron Avenue<br>Dorado, Puerto Rico 00646<br>(787)428-4144 |
| Society A, Inc.*<br>Amy Rivera | *Montehiedra*<br>9415 Avenida Los Romeros<br>San Juan, Puerto Rico 00926<br>(787)363-9995 |
| Society A, Inc.*<br>Amy Rivera | *Hato Rey*<br>City Towers 252 Avenida Ponce de Leon<br>San Juan, Puerto Rico 00918<br>(787)366-7767 |
| Society A, Inc.*<br>Amy Rivera | *Barrio Mamey*<br>Carr. PR 181 KM 25.1 Bo<br>Gurabo, Puerto Rico 00778<br>(787)640-0064 |
| Valen and Mau, LLC<br>Benjamin Martinez | *San German*<br>Avenida Castro Perez KM 7.0<br>San German, Puerto Rico 00683<br>(939)299-0512 |
| **SOUTH CAROLINA** | |
| **Franchisee** | **Location** |
| Upendra Patel | *Hartsville*<br>1407 Retail Row<br>Hartsville, South Carolina 29550<br>(843)917-4085 |
| V and B Enterprise LLC<br>Samir Patel | *Florence*<br>3200 Pine Needles Road<br>Florence, South Carolina 29501<br>(843)319-0026 |

Franchisees who signed an agreement, but whose outlet(s) had not yet opened as of December 31, 2021:

| Name/Address | Area/Phone Number |
|---|---|
| Andremar Co., Inc.*<br>Jose Vazquez<br>1569 Alda Street, Suite 301<br>San Juan, Puerto Rico 00926 | San Lorenzo, Puerto Rico<br>787-717-6097 |
| Andres Jose Vazquez Hernandez<br>1569 Calle Alda, Suite 301<br>San Juan, Puerto Rico 00926 | San Juan, Puerto Rico |
| Daniel Sanguily | Miami, Florida<br>786-300-6674 |
| Fares Dawahra<br>Paseo Los Robles, La Cima 704-B<br>Mayaguez, Puerto Rico 00680 | Mayaguez, Puerto Rico |

| Name/Address | Area/Phone Number |
|---|---|
| Fares Dawahra | Western Plaza Mayaguez 142<br>PR-2<br>Mayaquez, Puerto Rico 00682<br>(787)675-2775 |
| Fernando Buch<br>Robert Machado | Avenida Teniente Cesar Luis Gonzalez<br>San Juan, Puerto Rico 00918<br>(787)516-8863 |
| Jesnik Patel | Hardeeville, South Carolina<br>843-269-6134 |
| Jose M. Vargas | Albolote<br>Guaynabo, Puerto Rico<br>973-592-2033 |
| Lyle Swanson<br>Jacob Kahn<br>1569 Calle Alda, Suite 201<br>San Juan, Puerto Rico 00926 | Colorado<br>787-308-8688 |
| Lyle Swanson<br>1569 Calle Alda, Suite 201<br>San Juan, Puerto Rico 00926 | Carolina, Puerto Rico<br>787-308-8688 |
| Lyle Swanson<br>1569 Calle Alda, Suite 201<br>San Juan, Puerto Rico 00926 | Juncos, Puerto Rico<br>787-308-8688 |
| Olivia Castillo | Carolina, Puerto Rico<br>787-616-1423 |
| Oscar Ortiz | Guaynabo, Puerto Rico<br>787-717-5574 |
| P.R. Food Services, LLC<br>Lyle Swanson<br>1569 Calle Alda, Suite 201<br>San Juan, Puerto Rico 00926 | Hatillo, Puerto Rico<br>787-308-8688 |
| Twinkle Patel<br>Pravinkumar Patel | Charlotte, North Carolina<br>843-269-6134 |
| JMM Group, LLC<br>Fernando Cruz Buch & Jan Louis Vega Buch<br>103 Amber Seet Way<br>Davenport, Florida 33897 | Berry Town Center<br>Davenport, Florida |
| New Vision Enterprise, LLC<br>Javier Concepcion Vazquez<br>PMB 2515, PO Box 6400<br>Cayey, Puerto Rico 00737 | Salinas, Puerto Rico |
| Javier Concepcion Vazquez<br>258 Urb. Sierra Real<br>Cayey, Puerto Rico 00736 | Santa Isabel, Puerto Rico |
| Javier Concepcion Vazquez<br>258 Urb. Sierra Real<br>Cayey, Puerto Rico 00736 | Juana Diaz, Puerto Rico |

| Name/Address | Area/Phone Number |
|---|---|
| Valen and Mau, LLC<br>Benjamin Martinez | Yauco Plaza 1 Shopping Center<br>PR-128<br>Yauco, Puerto Rico 00698<br>(939)344-5388 |
| Habibi Services, LLC<br>Hector Dauhajre | 110 Town Center, Bo. Montana<br>Carr. 110 Km 29.2<br>Aguadilla, Puerto Rico 00603<br>(787)291-0024 |
| AF Flying Corporation<br>Angel Pineda & Normarie Pinero | Carr. #2 Frente a Colegio<br>La Inmaculada<br>Manati, Puerto Rico 00674<br>(787)936-7992 |
| NP Nutrition, Inc.<br>Normarie Pinero | Barceloneta, Puerto Rico |
| Martha Esther Guille Corp.<br>Juan Rios & Soky Quinones<br>Chalet de Royal Palm 202<br>100 Calle F<br>Bayamon, Puerto Rico 00956 | Vega Baja, Puerto Rico |
| Yaritza Rodriguez<br>Lomas del Sol #50<br>Gurabo, Puerto Rico 00778 | Cayey, Puerto Rico |
| Semico, Inc.<br>Michael Semidey & Kristopher Semidey<br>Ciudad Jardin Canovanas<br>Calle Guayacan 310<br>Canovanas, Puerto Rico 00729 | Loiza, Puerto Rico |
| P.R. Food Services, LLC<br>Lyle Swanson<br>1569 Calle Alda, Suite 201<br>San Juan, Puerto Rico 00926 | Ponce, Puerto Rico |
| Andremar Co., Inc.<br>Jose Vazquez | Edificio Carimed Plaza<br>Calle Santa Cruz<br>Bayamon, Puerto Rico 00959<br>(939)338-0869 |
| Healthy Lifestyle K.P.K., LLC*<br>Kattia Dawas, Katty Velez, & Peggy Dawas<br>2892 Boating Boulevard<br>Kissimmee, Florida 34746 | Kissimmee, Florida |

***Multi-Unit Developer**

## FRANCHISEES WHO HAVE LEFT THE SYSTEM

(as of December 31, 2021)

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

None

**Exhibit E to the**
**Acai Express Franchising Inc. Franchise Disclosure Document**

**TABLE OF CONTENTS OF OPERATIONS MANUAL**

# ACAI EXPRESS FRANCHISING INC.

# FRANCHISE OPERATIONS MANUALS


| | | |
|---|---|---|
| Manual A | Site Selection | 28 pages |
| Manual B | Design | 119 pages |
| Manual C | Managers Training | 19 pages |
| Manual D | Team Members Training | 35 pages |
| | Total pages: | 201 |

**Exhibit F to the**
**Acai Express Franchising Inc. Franchise Disclosure Document**

## STATE SPECIFIC ADDENDUM

## ADDENDUM REQUIRED BY THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT G OR YOUR PUBLIC LIBRARY FOR SOURCES OF 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 THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21$^{ST}$ FLOOR, NEW YORK, NEW YORK, 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The parties hereto have duly executed, sealed and delivered this Addendum dated this day of ____ _____.

FRANCHISEE:
_____

By:_____
Name:_____

FRANCHISOR:
ACAI EXPRESS FRANCHISING INC.:

By:_____
Name:_____

Title:_____ Title:_____

PRINCIPALS:

_____

Name:_____

_____

Name:_____

**Exhibit G to the**
**Acai Express Franchising Inc. Franchise Disclosure Document**

## AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

| State | State Agency | Agent for Service of Process |
|---|---|---|
| CALIFORNIA | Commissioner of the Department of Financial Protection and Innovation<br>Department of Financial Protection and Innovation<br>320 West 4th Street, Suite 750<br>Los Angeles, CA 90013<br>(213) 576-7505<br>Toll-free (866-275-2677) | Commissioner of the Department of Financial Protection and Innovation |
| CONNECTICUT | State of Connecticut<br>Department of Banking<br>Securities & Business Investments Division<br>260 Constitution Plaza<br>Hartford, CT 06103-1800<br>(860) 240-8230 | Banking Commissioner |
| HAWAII | Business Registration Division<br>Department of Commerce and Consumer Affairs<br>335 Merchant Street, Room 203<br>Honolulu, HI 96813<br>(808) 586-2722 | Commissioner of Securities of the State of Hawaii |
| ILLINOIS | Office of Attorney General<br>Franchise Division<br>500 South Second Street<br>Springfield, IL 62706<br>(217) 782-4465 | Illinois Attorney General |
| INDIANA | Indiana Secretary of State<br>Securities Division<br>302 West Washington St., Room E-111<br>Indianapolis, IN 46204<br>(317) 232-6681 | Indiana Secretary of State<br>201 State House<br>Indianapolis, IN 46204 |
| MARYLAND | Office of the Attorney General<br>Division of Securities<br>200 St. Paul Place<br>Baltimore, MD 21202-2020<br>(410) 576-6360 | Maryland Securities Commissioner<br>200 St. Paul Place<br>Baltimore, MD 21202-2020<br>(410) 576-6360 |
| MICHIGAN | Michigan Department of Attorney General<br>Consumer Protection Division<br>Antitrust and Franchise Unit<br>670 Law Building<br>Lansing, MI 48913<br>(517) 373-7117 | Michigan Department of Commerce, Corporations and Securities Bureau |

| State | State Agency | Agent for Service of Process |
|---|---|---|
| MINNESOTA | Minnesota Department of Commerce<br>85 7th Place East, Suite 280<br>St. Paul, MN 55101-2198<br>(651) 539-1500 | Minnesota Commissioner of Commerce |
| NEW YORK | Office of the New York State Attorney General<br>Investor Protection Bureau<br>28 Liberty Street, 21st Floor<br>New York, NY 10005<br>(212) 416-8222 Phone | Attention: New York Secretary of State<br>New York Department of State<br>One Commerce Plaza<br>99 Washington Avenue, 6th Floor<br>Albany, NY 11231-0001<br>(518) 473-2492 |
| NORTH DAKOTA | North Dakota Securities Department<br>600 East Boulevard, 5th Floor<br>Bismarck, ND 58505-0510<br>(701) 328-4712 | North Dakota Securities Commissioner |
| OREGON | Department of Consumer and Business Services<br>Division of Finance and Corporate Labor and Industries Building<br>Salem, Oregon 97310<br>(503) 378-4387 | Director of the Department of Consumer and Business Services |
| RHODE ISLAND | Department of Business Regulation<br>Division of Securities<br>1511 Pontiac Avenue, Building 69-1<br>Cranston, RI 02920<br>(401) 462-9585 | Director of Rhode Island Department of Business Regulation |
| SOUTH DAKOTA | Division of Insurance<br>Securities Regulation<br>124 South Euclid, Suite 104<br>Pierre, SD 57501<br>(605) 773-3563 | Director of Insurance-Securities Regulation |
| VIRGINIA | State Corporation Commission<br>Division of Securities and Retail Franchising<br>1300 East Main Street, 9th Floor<br>Richmond, VA 23219<br>(804) 371-9051 | Clerk of State Corporation Commission<br>1300 East Main Street, 1st Floor<br>Richmond, VA 23219<br>(804) 371-9733 |
| WASHINGTON | Department of Financial Institutions<br>Securities Division<br>P.O. Box 9033<br>Olympia, WA 98507-9033<br>(360) 902-8760 | Director of Washington Financial Institutions<br>Securities Division<br>150 Israel Road, SW<br>Tumwater, WA 98501 |
| WISCONSIN | Wisconsin Securities Commissioner<br>Securities and Franchise Registration<br>345 W. Washington Avenue<br>Madison, WI 53703<br>(608) 266-8559 | Commissioner of Securities of Wisconsin |

**Exhibit H to the**
**Acai Express Franchising Inc. Franchise Disclosure Document**

## GENERAL RELEASE

_____ ("Franchisee") and its principal(s):

_____

_____

_____

_____

(a) Franchisee and Franchisee's Principal(s) do, for themselves and their successors and assigns, hereby release and forever discharge generally Franchisor and any affiliate, wholly owned or controlled limited liability company, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, agent, executor, administrator, estate, trustee or heir of any of them (the "Released Franchisor Party"), from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Franchisee or Franchisee's Principal(s) may now have, or may hereafter claim to have or to have acquired of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and antitrust statutes, rules or regulations, in any way arising out of or connected with the Franchise Agreement or this General Release, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against any Released Franchisor Party, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this General Release. In the event Franchisee or Franchisee's Principal(s) breaches any of the promises, covenants, or undertakings made herein by any act or omission, Franchisee and Franchisee's Principal(s) shall pay, by way of indemnification, all costs and expenses of any Released Franchisor Party caused by the act or omission, including reasonable attorneys' fees and costs.

(b) Franchisee and Franchisee's Principal(s) represent and warrant that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Franchisee or Franchisee's Principal(s) to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand, or suit shall be made or institute against any Released Franchisor Party because of any such purported assignment, transfer or subrogation, Franchisee and Franchisee's Principal(s) agree to indemnify and hold such Released Franchisor Party free and harmless from and against any such claim, demand, or suit, including reasonable costs and attorneys' fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

(c) THIS RELEASE IS A GENERAL RELEASE AND THE PARTIES INTEND AND AGREE THAT IT SHALL BE INTERPRETED, CONSTRUED AND ENFORCED AS SUCH.

(d) Franchisee and Franchisee's Principal(s) acknowledge, warrant, and represent that no promises, representations, or inducements, except as set forth in this General Release, have been offered or

made by any Franchisor Released Party to secure the execution of this General Release, and that this General Release is executed without reliance on any statements or any representations not contained herein. Franchisee and Franchisee's Principal(s) knowingly waive (1) any claim that this General Release was induced by any misrepresentation or nondisclosure, and (2) any right to rescind or avoid this General Release based upon presently existing facts, known or unknown.

FRANCHISEE AND FRANCHISEE'S PRINCIPAL(S) ON BEHALF OF THEMSELVES AND THE FRANCHISEE RELEASORS WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED HEREIN BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS WHICH THE FRANCHISEE RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT. Franchisee and Franchisee's Principal(s) also covenant not to bring any suit, action, or proceeding, or make any demand or claim of any type, against any Released Franchisor Party with respect to any Franchisee Released Claim, and Franchisee and Franchisee's Principal(s) shall defend, indemnify, and hold harmless each of Franchisor Releasees against same.

Executed as of _____.

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

**Exhibit I to the**
**Acai Express Franchising Inc. Franchise Disclosure Document**

## Item 2, 3, and 4 Disclosure for Area Representatives

This Exhibit I supplements the information provided in Item 2 of our Disclosure Document as it relates to our Area Representatives in the geographic areas noted below. If we have an Area Representative in your geographic area and the Area Representative provided us information, we provide that Area Representative's information below.

**Samir Patel and Vipul Patel – Area Representatives since September 2020**

| SOUTH CAROLINA | |
|---|---|
| **Area Representative Name/Address/Phone** | **Territory** |
| Sarkar LLC<br>4216 Lake Hartwell Drive<br>Florence, South Carolina 29501<br>843-269-6134 | State of North Carolina<br>State of South Carolina |

**Item 2 - Business Experience:**

**Samir Patel**
Mr. Patel has been an Area Representative with us since September 2020. In August 2020, he opened an Acai Express business in Florence, South Carolina. Since 2017, Mr. Patel has owned a liquor store named Sai Florence in Florence, South Carolina, and has owned a gas station named Sai Latta in Latta, South Carolina, since 2012.

**Vipul Patel**
Mr. Patel has been an Area Representative with us since September 2020. In March 2020, he established an insurance company named Navya Patel located in South Carolina. Since January 2015, Mr. Patel has owned a tropical smoothie café named Pavan located in Florence, South Carolina, and since July 2014 he has owned a credit card processing company named Aarav which is also located on Florence, South Carolina.

**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.

## 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:

| State | Effective Date |
|---|---|
| New York | October 1, 2018, amended *Pending* |

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.

## RECEIPTS

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Acai Express Franchising Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires you to receive this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Acai Express Franchising Inc. 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC, 20580, and to your state authority listed on Exhibit G.

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

| | |
|---|---|
| Hector F. Westerband<br>Urb. Caribe #1569 Calle Alda, Ste 302<br>San Juan, Puerto Rico 00926<br>(787)940-0998 | Gary Occhiogrosso<br>700-76 Broadway, #108<br>Westwood, New Jersey 07675<br>(917)991-2465 |

Issuance Date: April 29, 2022

I received a Disclosure Document date April 29, 2022, that included the following Exhibits:

EXHIBIT A: Financial Statements
EXHIBIT B: Multi-Unit Development Agreement with Attachments
EXHIBIT C: Franchise Agreement with Attachments
EXHIBIT D: List of Franchisees and Franchisees Who Have Left the System
EXHIBIT E: Table of Contents of Confidential Operations Manual
EXHIBIT F: State Specific Addendum
EXHIBIT G: List of State Administrators/Agents for Service of Process
EXHIBIT H: Form of General Release

Date Received: _____ DATE: _____
(If other than date signed)

_____
(Signature of recipient)

_____
(Printed name of recipient)

_____

_____

## KEEP FOR YOUR RECORDS

## RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Acai Express Franchising Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires you to receive this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Acai Express Franchising Inc. 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC, 20580, and to your state authority listed on Exhibit G.

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

| | |
|---|---|
| Hector F. Westerband<br>Urb. Caribe #1569 Calle Alda, Ste 302<br>San Juan, Puerto Rico 00926<br>(787)940-0998 | Gary Occhiogrosso<br>700-76 Broadway, #108<br>Westwood, New Jersey 07675<br>(917)991-2465 |

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Date Received: _____ DATE: _____
(If other than date signed)

_____
(Signature of recipient)

_____
(Printed name of recipient)

_____

_____

**Please return signed Receipt to: Acai Express Franchising Inc.**
Urb. Caribe #1569 Calle Alda, Suite 302
San Juan, Puerto Rico 00926