FRANCHISE DISCLOSURE DOCUMENT

Big Frog Custom T-Shirts, Inc.
A Florida Corporation
533 Main Street
Dunedin, FL 34698
(727) 286-8985
CEO@bigfrog.com
www.bigfrog.com

Big Frog businesses provide full service apparel printing to the general public ("Big Frog Business").

The total investment necessary to begin operation of a standard Big Frog Business is $179,201 to $244,801, including $66,000 to $74,500 that must be paid to the franchisor. The total investment necessary to begin operation of a Big Frog Express Business is $114,501 to $164,301, including $40,000 to $48,500 that must be paid to the franchisor.

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 this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 Tina Bacon-DeFrece at 533 Main St., Dunedin, Florida 34698, ceo@bigfrog.com and 727-286-8985.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this Franchise 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 Franchise 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 1, 2018, as amended October 26, 2018

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit E for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND LITIGATION ONLY IN FLORIDA. OUT-OF-STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE OR LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT EVEN THOUGH YOUR SPOUSE HAS NO OWNERSHIP INITEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOU AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS.

4. YOU MUST MAKE MINIMUM ROYALTY AND OTHER PAYMENTS, REGARDLESS OF YOUR SALES LEVELS. YOUR INABILITY TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.

5. THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENTS (SEE ITEM 21), CALLS INTO QUESTION THE FRANCHISOR'S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source is our agent and represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

STATE EFFECTIVE DATES

The following states require the disclosure document be registered or filed with the state or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	April 5, 2018
Hawaii	Not Registered
Illinois	April 17, 2018
Indiana	April 17, 2018
Maryland	April 30, 2018
Michigan	April 5, 2018
Minnesota	June 20, 2018
New York	August 31, 2018
North Dakota	April 23, 2018
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	April 5, 2018
Washington	September 21, 2018
Wisconsin	April 11, 2018

NOTICE REQUIRED BY
STATE OF MICHIGAN

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that the franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its terms except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five (5) years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type or under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

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

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

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

The fact there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, and telephone (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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EXHIBITS:

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

To simplify the language in this Franchise Disclosure Document, "BF Franchise Group", "we," "us" and "our" means Big Frog Custom T-Shirts, Inc., doing business as the Big Frog Franchise Group, the franchisor. "You", "your" and "Franchisee" means the person who buys the franchise from BF Franchise Group and its owners if the Franchisee is a business entity.

Franchisor, Parent, and Affiliates

Big Frog Custom T-Shirts, Inc. is a Florida corporation formed on June 19, 2008 ("BF Custom"). Our principal business address is 533 Main Street, Dunedin, Florida 34698. We operate under our corporate name and BF Franchise Group. We do not conduct business under any other name. We offer and support franchises for Big Frog Businesses and have done so since October 2008. We have not offered and do not offer franchises in any other line of business and do not own or operate any Big Frog Businesses. We do not have any parent entities, affiliates or predecessors. In 2018, BF Custom intends to offer franchises for Big Frog Businesses in Canada in accordance with Canadian law.

Agents for Service of Process

Our agent for service of process for the State of Florida is Dr. Christina P. Bacon, 51 Citrus Drive, Palm Harbor, Florida 34684. Our agents for service of process for other states are identified by state in Exhibit E to this Franchise Disclosure Document. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above where we have appointed an agent for service of process. There may also be additional agents appointed in some states listed.

The Big Frog Franchise

We offer franchises for Big Frog Businesses ("Big Frog Franchises" or "Franchises") using our trade names, trademarks, service marks, associated logos and symbols ("Marks") business system, procedures and trade secrets (collectively the "System"). You will service retail and business customers by providing custom printed t-shirts, apparel and various gift items from an approved retail location ("Store"). You must sign our franchise agreement attached to this Franchise Disclosure Document as Exhibit A ("Franchise Agreement"). You may operate one (1) Big Frog Business for each Franchise Agreement you sign.

Big Frog Express

In addition to its standard franchise, Big Frog offers "Big Frog Express", a franchise option for non-traditional retail locations such as amusement parks, college campuses, military bases, enclosed shopping malls, etc. The Designated Territory may be solely the self-contained non-traditional location. Store décor and signage requirements may be customized based on physical size and condition and other specific site requirements. The franchise term and all training, support, royalties and other fees are the same as for the traditional Big Frog Store retail locations. Initial and ongoing local marketing requirements may be reduced, at our option.

As part of its Express program, Big Frog also offers existing franchisees the opportunity to open additional Big Frog Stores inside their original Designated Territory, depending upon geography and population of the territory, location of the initial retail location, proximity to other Big Frog stores, etc. The Initial Franchise Fee for this program is $13,500 and the Designated Territory for the original location will be split and redrawn so each unit has its own Designated Territory. These Territories may be smaller than our standard Designated Territory size of 150,000 population.

Market Competition

The market for the goods and services offered by a Big Frog Business is well established and very competitive. You will be offering products for sale to the general public and businesses. Our services are not seasonal in nature. Your competitors include embroidery businesses, screen-printing businesses, and catalog or Internet-based custom apparel decorating and printing businesses, including online stores, national chains, independents and other franchise brands.

Regulations

Some states and/or municipalities regulate embroidery and the retail sale of apparel. There will also be other local, state and federal laws applicable to your Big Frog Business. You should investigate whether there are any regulations and/or requirements that may apply in the geographic area in which you are interested in locating your Big Frog Business and you should consider both their effect and the cost of compliance.

You must investigate and comply with any regulations that are adopted pertaining to the logo apparel and specialty item business. Additionally, you must obtain all required licenses and permits and ensure that your employees and others providing services to customers on behalf of your Big Frog Business have all required licenses and permits.

ITEM 2
BUSINESS EXPERIENCE

President and Chief Executive Officer - Dr. Christina P. Bacon-DeFrece

Dr. Christina P. Bacon serves as our President President and CEO in Dunedin, Florida. Dr. Bacon-DeFrece has served as CEO since October 1, 2018, and has served as President since January 2016. Prior to that, Dr. Bacon-DeFrece served as Executive Vice President from inception in 2008 until December 31, 2015.

Vice President- Ronald DeFrece

Mr. Ronald DeFrece serves as our Vice President in Dunedin, Florida and has done so since June, 2008.

Vice President of Franchise Development- Ronald Bender

Mr. Ronald Bender serves as our Vice President of Franchise Development, and has done so since January 2, 2015. Mr. Bender previously served as National Director of Franchise Development for AlphaGraphics in Salt Lake City, UT from January 2014 to November 2014. In addition, he served as Vice President of Franchise Performance and owner of Future Focus Advisors in Bradenton, FL from November, 2010 to December, 2014.

Board of Advisors - Leeward J. Bean

Mr. Leeward J. Bean served as CEO in Dunedin, a position he had held since inception in 2008. In October of 2018, Mr. Bean stepped down as CEO. Mr. Bean continues to serve as the Chairmen of Big Frog's Board of Advisers and participates in discovery day.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee ("Initial Franchise Fee") of $13,500 for a Big Frog Express franchise ("Express Franchise") and $39,500 for a standard Big Frog franchise ("Standard Franchise") when you sign the Franchise Agreement. If you purchase additional Standard Franchises, we will discount your Initial Franchise Fee to $22,650 for each additional Franchise you purchase. The Initial Franchise Fee is deemed fully earned by us once paid and is non-refundable. United States military veterans who were honorably discharged, and their spouses, will receive a 20% discount off the Initial Franchisee Fee for your first Standard Franchise under the IFA's VetFran initiative. We participate in the IFA's DiversityFran program, which is a franchisee education and recruitment program designed to increase diversity in franchise ownership. We offer a 5% discount on the Initial Franchise Fee for your first Standard Franchise if your company is majority owned (51% or above) by a woman or a qualifying ethnic minority, including Black/African-Americans, Asian-Americans, Latino/Hispanic-Americans and Native Americans.

Franchise Equipment Package

We require all franchisees to purchase a "Franchise Equipment Package" from us. The Franchise Equipment Package will be delivered to your Store before your Big Frog Business opens to the public. The Franchise Equipment Package includes a printer, printer supplies, and heat presses. We estimate the cost of the total Franchise Equipment Package to range from $26,500 to $35,000 depending on the decorating options offered in your Store. Franchise Equipment Package payments are not refundable under any circumstances.

Franchisee Referral Fee

We offer a Referral Fee to existing Big Frog Franchisees who refer a prospective franchisee to us, and that prospective franchisee enters a franchise agreement. If you're awarded a Franchise as a result of a referral by an existing Big Frog Franchisee, that Franchisee may be entitled to a referral fee of $5,000. This fee is paid by the Franchisor to the referring Franchisee.

ITEM 6
OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty[2]	For the first six (6) months the Big Frog Business is open royalty payments shall equal six percent (6%) of gross sales. Thereafter, royalty payments shall be the greatest of six percent (6%) of gross sales or $1,200 per month.	Due the 10th of the month	Based on gross sales during the previous month. Payments are made via an electronic funds transfer ("EFT").
Marketing Fund Contribution	1.5% of previous month's gross sales	Same as royalty, Due the 10th of the month	This fee is used for the Marketing Fund (as defined in Item 11). See Item 11 for more information on the Marketing Fund. Payments are made via an electronic funds transfer ("EFT").
Local and Regional Advertising Cooperatives	As determined by cooperative members	As determined by cooperative members	The cooperative will establish rules approved by us. Each Big Frog Business gets one vote. See Item 11 for more information on cooperatives.
Local Marketing Requirement	5% of your annual gross sales	As incurred	Local marketing requirements are discussed in Item 11. If you fail to spend the local marketing requirement in any given period, you will be required to pay the difference to the Marketing Fund.
Payment Service Fee	4% of total charge	As incurred	If payment is made to us by credit card for any fee required, we may charge a service charge of 4% of the total charge.
Supplier and Product Evaluation Fee	Cost of inspection (estimated to be between $100 to $500)	As incurred	Payable if we inspect a new product, service or proposed supplier nominated by you.
Additional Persons/Additional Training Fee	Our then-current fee (currently $1,500 for each additional trainee and $100 per hour for additional training)	As incurred	Initial training is provided at no charge for you or your Principal Owner (as defined in Item 15), if you are a legal entity, and a Manager, if applicable (also defined in Item 15); if additional training is required for new hires, refresher courses, or special events, we may assess a fee.

Type of Fee[1]	Amount	Due Date	Remarks
Interest	18% or the highest contract rate of interest permitted by law, whichever is less	On demand	Charged on any late payments of fees, amounts due for product purchases, or any other amounts due us or our affiliates.
Insurance	You must reimburse our costs plus a 10% administrative fee	On demand	If you fail to obtain insurance, we may obtain insurance for you and you must reimburse us for the cost of insurance obtained plus 10% of the premium for an administrative cost of obtaining the insurance.
Late Fees	10% of the amount due plus interest	As incurred	Due immediately on any delinquent payments.
Audit Expenses	Cost of audit and inspection, any understated amounts, and any related accounting and legal expenses (we estimate this cost to be between $1,000 and $12,000)	On demand	You will be required to pay this if an audit reveals that you understated weekly gross sales by three percent (3%) or more.
Transfer Fee for Standard Franchise	$22,650	Due at time of transfer	Payable in connection with the transfer of your Big Frog Business, a transfer of ownership of your legal entity, or the Franchise Agreement.
Transfer Fee for Express Franchise	$13,500	Due at time of transfer	Payable in connection with the transfer of your Big Frog Business, a transfer of ownership of your legal entity, or the Franchise Agreement.
Additional On Site Assistance	$500 per day per trainer, plus hotel, transportation and expenses incurred with the provision of the additional services	Within 30 days of visit	We provide onsite opening assistance at no charge for four (4) days. You must pay this fee if you request additional assistance beyond the four (4) days or we determine additional assistance is required.
Replacement of Confidential Operations Manual	Then current cost (currently $1,500)	As incurred	Payable if you lose, destroy, or significantly damage your confidential operations manual.
Successor Franchise Fee	$6,000	When you sign the successor franchise agreement	Due if you enter into a successor franchise agreement. Sometimes called a “renewal fee”.

Type of Fee[1]	Amount	Due Date	Remarks
Technology Fee	Currently up to $237 per month	Same as royalty	This fee covers software, website hosting, online learning platform and other services. We may increase this fee if we offer updated or additional software or technology for use in your Big Frog Business. This fee may increase pending additional products and/or services.
Legal Costs and Professional Fees	Will vary under circumstances	As incurred	You will be required to reimburse us for any legal or accounting fees that we incur as a result of any breach or termination of your Franchise Agreement. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement.
Insufficient Funds Fee	$100 per occurrence	As incurred	Payable if any check or EFT payment is not successful due to insufficient funds, stop payment, or any similar event.
Management Fee	$500 per day plus costs and expenses	As incurred	Payable if we manage your Big Frog Business in the case of a breach of the Franchise Agreement.
Indemnification	All amounts (including attorney fees) incurred by us	As incurred	You must indemnify and reimburse us for any expenses or losses we or our representatives incur related to your Big Frog Franchise or Big Frog Business, including the operations of your Big Frog Business.
Annual or Semi-annual Conference Fee	Up to $1,500 per person	Upon receipt of written notice of the convention	Used to help defray the cost of your attendance at the convention(s). We may charge this fee whether or not you attend. A $1,500 fee may be assessed if a Franchisee does not attend the Annual Conference.
Unauthorized Advertising Fee	$500	Upon demand	Payable to the Marketing Fund if you use unauthorized advertising.

Type of Fee[1]	Amount	Due Date	Remarks
Corporate Account Administrative Fee	Up to 2% per sales transaction	As incured	Participation in the Corporate Accounts Program is voluntary.

Notes:

1. All fees paid to us are uniform and non-refundable. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. You must complete the EFT authorization (in the form attached to this Franchise Disclosure Document in Exhibit F) for direct debits from your business bank operating account. We can require an alternative payment method and frequency for any fees or amounts owed to us under the Franchise Agreement.

2. As used in the Franchise Agreement, "Gross Sales" means the total selling price of all services and products sold at or from your Store, including the full redemption value of any gift certificate or coupon sold for use at the Store (fees retained by or paid to third party sellers of such gift certificates or coupons are not excluded from this calculation) and all income and revenue of every other kind and nature related to the Big Frog Business operation, whether for cash or credit.

ITEM 7
YOUR ESTIMATED INITIAL INVESTMENT

Standard Location

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee, Standard[1][2]	$39,500	$39,500	Lump Sum	When you sign the Franchise Agreement	Us
Training Travel Expenses	$1,667	$2,667	As Incurred	During Training	Third Parties
Lease Deposits and Store Build Out, Standard location[3]	$8,000	$46,000	As Landlord and Suppliers Require	As Incurred	Landlord and Contractors
Equipment, Furniture & Fixtures including Computer System and Software for Standard Franchise: [1,4]	$66,500	$81,000	As We and Supplier Require	Before Opening	Suppliers and Us
Signs, Standard location	$3,500	$5,500	As Suppliers Require	Before Opening	Suppliers
Office Supplies	$1,500	$5,600	As Suppliers Require	Before Opening	Suppliers

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Insurance[5]	$1,667	$2,667	As Insurer or Agent Requires	As Incurred	Suppliers
Professional Fees	$1,667	$2,667	As Incurred	As Incurred	Attorney, Accountant, etc.
Franchise Opening Costs, including Utility Deposits, Licenses[6]	$1,000	$2,000	As Suppliers Require	Before Opening	Third Parties
Opening Inventory, Standard location	$4,200	$5,200	Lump Sum	Before Opening	Suppliers
Promotional and Advertising – Three (3) Months for Standard Franchise	$10,000	$10,000	As Suppliers Require	As Incurred During First three (3) Months After Opening Store	Suppliers
Additional Funds – Three (3) Months for Standard Franchise [7]	$40,000	$42,000	As Incurred	As Incurred Except Bi-Weekly Payroll	Working Capital, Employee Wages, etc.
TOTAL ESTIMATED INITIAL INVESTMENT, **STANDARD FRANCHISE**	**$179,201**	**$244,801**			

Express Location

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee, Express[1][2]	$13,500	$13,500	Lump Sum	When you sign the Franchise Agreement	Us
Training Travel Expenses	$1,667	$2,667	As Incurred	During Training	Third Parties
Lease Deposits and Store Build Out, Express location[3]	$3,000	$26,000	As Landlord and Suppliers Require	As Incurred	Landlord and Contractors

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Equipment, Furniture & Fixtures including Computer System and Software for Express location[1,4]	$52,500	$61,000	As We and Supplier Require	Before Opening	Suppliers and Us
Signs, Express location	$1,500	$4,500	As Suppliers Require	Before Opening	Suppliers
Office Supplies	$1,500	$5,600	As Suppliers Require	Before Opening	Suppliers
Insurance[5]	$1,667	$2,667	As Insurer or Agent Requires	As Incurred	Suppliers
Professional Fees	$1,667	$2,667	As Incurred	As Incurred	Attorney, Accountant, etc.
Franchise Opening Costs, including Utility Deposits, Licenses[6]	$1,000	$2,000	As Suppliers Require	Before Opening	Third Parties
Opening Inventory, Express location	$2,000	$4,200	Lump Sum	Before Opening	Suppliers
Promotional and Advertising – Three (3) Months for Express Franchise	$4,500	$7,500	As Suppliers Require	As Incurred During First three (3) Months After Opening Store	Suppliers
Additional Funds – Three (3) Months for Express Franchise [7]	$30,000	$32,000	As Incurred	As Incurred Except Bi-Weekly Payroll	Working Capital, Employee Wages, etc.
TOTAL ESTIMATED INITIAL INVESTMENT, **EXPRESS FRANCHISE**	**$114,501**	**$164,301**			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Big Frog Business. We do not offer direct or indirect financing for these items. The availability and terms of financing from third parties depend on many factors, including the availability of financing generally, your creditworthiness and collateral and the lending policies of financial institutions from which you request a loan. The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Big Frog Business may be greater or less than the estimates given depending upon the location of your Store and current relevant market conditions. We did not include state or local sales taxes in any of the above estimates. Unless otherwise stated below, these estimates are subject to increase based on changes in market conditions, our costs of providing services and future policy changes.

1. All expenditures paid to us are uniform and non-refundable under any circumstances once paid. Fees paid to vendors or other suppliers may or may not be refundable depending on their policies or your arrangements with them.

2. We discuss the Initial Franchise Fee in detail in Item 5 of this Franchise Disclosure Document. Your total estimated initial investment for each additional Big Frog Business will be reduced by the reduction in Initial Franchise Fees and possibly other costs such as professional fees and travel expenses.

3. This estimate is based on a commercial lease of approximately 1,200 square feet of interior retail space with HVAC, lighting fixtures, electrical outlets and telephone wiring installed for your Standard franchise and for approximately 600 square feet of retail space for an Express franchise. Rent for a Standard franchise is estimated to be between $3,000 to $5,500 per month, depending on factors such as market, size, condition, and location of the leased premises. Rent for an Express franchise is estimated to be between $1,000 to $3,500 per month, depending on factors such as market, size, condition, and location of the leased premises. Landlords typically require an initial payment equal to the first month's rent plus a guarantee deposit equal to one (1) month's rent. There should be little alteration required to the leased premises; however, this will depend upon factors such as whether the Store is immediately adaptable to the installation of the equipment and fixtures. This estimate does not include security deposits or prepaid rent which the landlord may require. If you choose to purchase instead of lease the premises for your Store, then the purchase price, down payment, interest rates, and other financing terms will determine your monthly mortgage payments. The costs of purchasing a store vary so widely that we cannot reasonably estimate the cost.

4. You must purchase the Franchise Equipment Package from us.

5. You must obtain and maintain, at your own expense, the insurance coverage we require and satisfy other insurance-related obligations. The amounts listed in this table reflect our estimate of basic insurance for your first three (3) months of operation.

6. This figure covers miscellaneous opening expenses for the first three (3) months of operation of your Big Frog Business. This estimate includes Internet connection and service fees.

7. This estimate includes payroll costs, operating expenses, rent, utilities, and royalties. These totals are based on our business experience with other franchisees. These figure do not include a salary for you. We cannot guarantee you will not incur additional expenses in starting your Big Frog Business operations. Your actual costs will depend on factors such as: how closely you follow our methods and procedures; your own management skills, experience, and business acumen; local economic conditions including wage rates and your property lease; the local market for your products and services, including the effects of competitors' products and services; and the level of revenues you reach during the initial period.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Big Frog Business according to our System and specifications. This includes purchasing or leasing all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, and real estate related to establishing and operating the Big Frog Franchise under our specifications, which may include purchasing these items from: (i) our designees, (ii) approved suppliers, and/or (iii) us or our affiliates. You must not deviate from these methods, standards, and specifications without our prior written consent, or otherwise operate in any manner which reflects adversely on our Marks or the System.

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

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

You must purchase, install, maintain in sufficient supply, and use, only fixtures, furnishings, equipment, signs, and supplies that conform to the standards and specifications described in the Confidential Operations Manual or otherwise in writing. We will notify you of new or modified specifications, standards, and guidelines through periodic amendments or supplements to the Confidential Operations Manual or through written communication (including electronic communication).

Purchases from Approved Suppliers

In order to maintain our standards of consistent, high quality services and products, customer recognition, advertising support, value and uniformity in Big Frog Businesses, you must acquire all of your required décor, fixtures, inventory, goods, equipment, supplies, forms, products, services, advertising materials and other services and products used in or sold through your Big Frog Business, per our specifications and standards, only from us or our approved or designated suppliers and distributors. It is a material breach of your Franchise Agreement if you buy products, equipment, supplies, fixtures, inventory, goods or services from anyone other than our designated or approved suppliers and distributors without our prior written approval. You must use the equipment (including hardware and software for the computer system), signage, fixtures, furnishings, products, supplies, and marketing and sales promotion materials in accordance with the specifications and standards established by us identified in our Confidential Operations Manual.

We reserve the right to receive payment from approved suppliers in connection with franchisee purchases in the form of a rebate or other consideration. Payments from these suppliers are expected to range from zero percent (0%) to 30% of the total purchases by franchisees from these suppliers/vendors.

We reserve the right to negotiate purchase arrangements with approved suppliers for all franchisees to purchase approved products at favorable group prices.

During our 2017 fiscal year, our total revenue was $2,840,809. Our revenue from required purchases by franchisees was $804,560 which represents approximately 28.32% of our total revenue for 2017.

We estimate that approximately eighty percent (80%) of purchases required to open your Big Frog Business and twenty-five percent (25%) of purchases required to operate your Big Frog Business will be from us or from other approved suppliers and under our specifications.

We are the only approved supplier of the Franchise Equipment Package and the printers, printer ink, heat press and heat press supplies. Some of our officers own equity in the BF Franchise Group which is an approved supplier.

Computer System

You must install and utilize computer hardware and software that we designate that enables you to engage in e-mail, intranet, Internet, or other functions or uses. You must obtain the computer hardware, software licenses, maintenance and support services, and other related services from the suppliers we specify (which may be limited to us).

Approval of New Suppliers

We may update the list of approved suppliers in the Confidential Operations Manual. If you desire to have a non-approved supplier of a product or service designated as an approved supplier, you must submit samples of the supplier's products or services to us, along with a written statement describing why such items, services, or suppliers should be approved for use in the System. We reserve the right to charge a fee to evaluate the proposed supplier per evaluation (See Item 6). We do not make our supplier specifications and/or standards generally available to franchisees or suppliers. While we will be required to respond to a request within 60 days, we generally respond to a request for an additional approved supplier within seven (7) days. Our written approval must be received before you use products not purchased from an approved supplier. We may revoke our approval at any time if we determine, in our discretion, that the supplier no longer meets our standards. When you receive written notice of a revocation, you must stop selling any disapproved products, and stop purchasing from any disapproved supplier.

We may modify the mandatory and suggested specifications, standards, operating procedures and rules, ("System Standards"), which may accommodate regional or local variations as we determine. You must comply with all modifications to System Standards within the time period we specify.

Insurance

You must obtain the insurance coverage required under the Franchise Agreement. The insurance company must be authorized to do business in the state where your store is located. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time. All insurance policies must name us and any affiliates we designate as additional named insured parties.

You must, at all times, maintain insurance as follows:

A. If you have employees, Workers' Compensation insurance in amounts prescribed by law in your state; and

B. Comprehensive general liability insurance and product liability insurance coverage in such amounts and upon such terms as may from time to time be customary for a full service apparel printing business located in your Designated Territory, but not less than $2,000,000 insuring both you and us against all claims, suits, obligations, liabilities and damage, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage relating to the use, condition or operation of your Store.

We negotiate purchase agreements with suppliers for the benefit of our franchises and may provide you with material benefits based on your use of designated or approved sources, which you must do under the Franchise Agreement. We do not provide material benefits, such as renewing or granting additional franchises to franchisees, based on their use of designated or approved suppliers.

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 Franchise Disclosure Document.

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	Sections 2 and 4	Items 6, 7, 8 and 11
b. Pre-opening purchase/leases	Sections 4 and 5	Items 5, 7, 8, 10 and 11
c. Site development and other pre-opening requirements	Sections 2, 4, 5 and 6	Items 6, 7, 8 and 11
d. Initial and ongoing training	Sections 5, 7, 11, 15 and 16	Items 6, 7, 9 and 11
e. Opening	Sections 3, 4, 5, 7, 11, 12 and 13	Item 11
f. Fees	Sections 3, 6, 7, 11, 12, 14, 15 and 19	Items 5, 6, 7 and 11
g. Compliance with standards and policies/operating manual	Sections 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 15 and 19	Items 1, 8,11 and 17
h. Trademarks and proprietary information	Sections 1, 2, 5, 8, 9, 11, 12 and 17	Items 8, 12, 13, 14 and 17
i. Restrictions on products/services offered	Sections 5, 8, and 11	Items 8, 16 and 17
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas.	Sections 4	Items 11, 12 and 17
l. Ongoing product/service purchases	Sections 5 and 11	Item 8
m. Maintenance, appearance, and remodeling requirements	Sections 5 and 11	Items 11 and 17
n. Insurance	Sections 5 and 11	Items 7 and 8
o. Advertising	Sections 5, 8, 11 and 12	Items 6 and 11

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
p. Indemnification	Section 18	Item 6
q. Owner's participation/ management/staffing	Sections 1, 5, 7 and 11	Items 11, 14 and 15
r. Records and reports	Sections 3, 4, 6, 10, 11 and 13	Items 6, 11 and 17
s. Inspections and audits	Sections 6 and 14	Items 6, 11, 17 and 19
t. Transfer	Section 15	Items 6, 17
u. Renewal	Section 3	Item 17
v. Post-termination obligations	Sections 16 and 17	Item 17
w. Non-competition covenants	Sections 10, 17 and 19	Item 17
x. Dispute resolution	Section 19	Item 17
y. Other: Guarantee of franchisee obligations	Attachment C	Item 17

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, BF Franchise Group is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Big Frog Business, we (or our designee) will provide the following assistance and services to you:

1. Designate your territory (See Sections 2.2 and 4.1 of the Franchise Agreement).

2. Loan you one (1) copy of the Confidential Operations Manual. The Confidential Operations Manual contains approximately 695 pages. The table of contents for the Confidential Operations Manual is attached to this Franchise Disclosure Document as Exhibit D (See Section 11.1 of the Franchise Agreement).

3. Provide site selection guidelines and criteria and provide site selection assistance to determine an acceptable location for your Store (See Sections 4.2 of the Franchise Agreement).

4. Within 30 days of you signing the approved lease or location purchase, we will provide you with access to prototype design plans, specifications, décor and layout for a Store, including requirements for design, color scheme, image, interior layout and operation assets that include fixtures, equipment, interior signs and furnishings. We may also

designate additional suppliers of goods and services (See Section 5.1 of the Franchise Agreement).

5. Assist you in implementing an opening marketing initiative for your Big Frog Business (See Section 5.7 of the Franchise Agreement).

6. We, or our designee, will provide instruction and assistance prior to the opening of your Store and immediately following the opening by telephone or in person as we determine. (See Section 7.2 of the Franchise Agreement).

7. Provide an initial training program ("Initial Training Program") as described below.

Site Selection

You must select the site for your Store subject to our approval. You may not relocate your Store without our prior written consent. Before leasing or purchasing the site for your Store, you must submit to us, in the form we specify, a description of the site, with other information and materials we may reasonably require. Your Standard Store must be at least 1,000 square feet, and must have parking spaces for your employees and at least four (4) customers. Your Express Store must be at least 600 square feet. We may, but are not required to, further assist in site selection by providing additional data regarding the number of new car registrations, population density, and traffic patterns in the proposed Store territory and the proximity of the proposed site to other Stores. We must approve or disapprove your Store location within 20 days after we receive notice of the proposed location and a copy of the proposed lease (See Section 4.2 of the Franchise Agreement). Factors we may consider for approval are demographic characteristics, traffic patterns, parking, character of neighborhood, competition from and proximity to other businesses and other Stores, the nature of other businesses in proximity to the Store and other commercial characteristics and the size, appearance and other physical characteristics of the proposed location. You are not guaranteed a location until you select a site and are approved by us. You are not guaranteed any specific approved location and you may not be able to obtain your top choice as your approved location. Our approval of any location does not constitute any form of guarantee that your Store will be profitable at that location and you retain final approval of the site selected and leased by you. If you are unable to identify a location that meets our approval within 12 months, we reserve the right to terminate the Franchise Agreement. We will approve the location of future Stores and designated territories for those Stores and our then-current standards will apply. We will consult with you on our current site selection guidelines and provide other site selection counseling, as we deem advisable. Although we will consult with you on your site and require your site be subject to our final authorization, you have the ultimate responsibility in choosing, obtaining and developing the site for your Big Frog Business.

Schedule for Opening

Franchisees typically should be able to open their Store within two (2) to six (6) months after signing a Franchise Agreement. This time may be longer due to various factors, such as the ability to obtain a lease, financing, building permits, zoning and local ordinances, weather conditions, shortages, and delays in installation of equipment, fixtures and signs. If you fail to secure a location or begin operations within twelve (12) months after signing a Franchise Agreement, or as otherwise approved in writing by us, we may terminate the Franchise Agreement (See Section 16.2 of the Franchise Agreement).

Continuing Obligations

During the operation of your Big Frog Business, we (or our designee) will provide the following assistance and services to you:

1. Provide you with information concerning developments of any new products, services, and training methods (See Section 7.3 of the Franchise Agreement).

2. Conduct telephone conferences approximately once per week for the first 12 weeks after you open your Store (See Sections 7.2 and 7.5 of the Franchise Agreement).

3. Provide advice regarding your Big Frog Business operation based on reports or inspections. Advice will be given during our regular business hours and via written materials, electronic media, telephone or other methods in our discretion (See Sections 5.5 and 11.3 of the Franchise Agreement).

4. Inform you of mandatory specifications, standards and procedures for the operations of your Big Frog Franchise, as described in Item 8 (See Section 7.5(a) of the Franchise Agreement).

5. For so long as we have a system-wide brand building fund ("Marketing Fund"), maintain and administer the Marketing Fund.

6. We may provide you with continuing national, regional or local workshops and seminars. Your attendance is mandatory and your failure to attend may result in a default of the Franchise Agreement. You may be required to pay us a convention fee to help defray our costs of conducting the convention even if you fail to attend. (See Section 7.5 of the Franchise Agreement).

7. We will host and maintain the Big Frog website (See Section 12.7 of the Franchise Agreement).

Corporate Accounts

We reserve the right to solicit, sell to, negotiate rates with, and service commercial or charitable entities for accounts who purchase custom printed t-shirts, apparel and/or various gift items, and who conduct business across multiple areas or have multiple locations either regionally or nationally, such as, by way of examples only, corporate marketing departments and national/regional charitable organizations (collectively, the "Commercial Accounts"). We will offer you the first right to service Commercial Accounts in your Designated Territory, provided that you accept the negotiated terms; otherwise, we may service the Commercial Accounts either directly or permit another franchisee to provide such service. You will receive no compensation for our sales made through alternate distribution channels or Commercial Accounts that you decline within your Designated Territory. We may require you to pay to us an administrative fee to participate in the Commercial Accounts program of not more than 2% per sales transaction.

Marketing Fund

You are required to contribute one and one half percent (1.5%) of your monthly Gross Sales to the Marketing Fund. We or our designee will direct all programs financed by the Marketing Fund, with sole control over the creative concepts, materials and endorsements, and the geographic, market, media placement and allocation and any Internet or intranet websites, networks or communities it operates or participates in, or which requires your participation.

We may use the Marketing Fund for the creation, production and placement of commercial advertising; agency costs and commissions; creation and production of video, audio and written advertisements; administering multi-regional advertising programs, direct mail and other media advertising; in-house staff assistance and related administrative costs; local and regional promotions; engaging one or more public relations firms or conducting our own public relations campaigns; market research; and other advertising and marketing activities, including participating at trade shows. Marketing may be placed in local, regional, national or international media of our choice, including but not limited to print, direct mail, radio, television or Internet. We do not guarantee that advertising expenditures from the Marketing Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all.

The Marketing Fund may periodically furnish you with samples of advertising, marketing and promotional formats and materials at its cost. We will furnish multiple copies of such materials to you at our direct cost of producing them, plus any related shipping, handling and storage charges. Because we do not have this fund audited, audited financial statements are not available to franchisees. We will provide an annual accounting for the Marketing Fund that shows how the Marketing Fund proceeds have been spent for the previous year upon written request.

The Marketing Fund will be administered by us or designees, in our discretion, and we may use a professional advertising agency or media buyer to assist us. The Marketing Fund will be in a separate bank account, commercial account or savings account. Your contribution to the Marketing Fund will be in addition to all other advertising requirements set out in this Item 11.

We may spend, on behalf of the Marketing Fund, in any fiscal year an amount greater or less than the aggregate contribution of all Stores to the Marketing Fund in that year, and the Marketing Fund may borrow from us or others to cover deficits or invest any surplus for future use. All interest earned on monies contributed to the Marketing Fund will be used to pay advertising costs before other assets of the Marketing Fund are expended. We will prepare an annual statement of monies collected and costs incurred by the Marketing Fund and furnish the statement to you upon written request.

We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We will not use the Marketing Fund contributions for advertising that is principally a solicitation for the sale of franchises, but we reserve the right to include a notation in any advertisement indicating "Franchises Available" or similar phrasing.

We reserve the right to defer or reduce contributions of a franchisee and, upon 30 days written notice, to reduce or suspend contributions to and operations of the Marketing Fund for one (1) or more periods of any length and to terminate (and, if terminated, to reinstate) the Marketing Fund. If the Marketing Fund is terminated, all unspent monies on the date of termination will be distributed to franchisees in proportion to their respective contributions to the Marketing Fund during the preceding 12 month period. (See Section 12 of the Franchise Agreement). While we do not anticipate that any part of the Advertising Fund contributions will be used for advertising which is principally a solicitation for franchisees, we reserve the right to include a notation in any advertisement indicating "Franchises Available" or similar phrasing.

During our most recent fiscal year ended December 31, 2017, we collected a total of $244,388 for the Marketing Fund, and we spent $178,692. Of the amount collected, we spent 88% on marketing materials, digital advertising, shipping costs and advertising agency fees. No money from the Marketing Fund was spent on the solicitation of new franchise sales. The additional $82,112 is carried over to the current year.

Initial Marketing and Local Advertising

You are required to initially spend approximately $10,000 (approximately $3,300 per month for the first three (3) months ("Initial Marketing") for local marketing initiatives for your Standard Franchise or spend $5,500 for your Express Franchise. (See Sections 5 and 12 of the Franchise Agreement). This amount is in addition to your contributions to the Marketing Fund. After the Initial Marketing period, you will be required to spend an average of five percent (5%) (averaged over each calendar year) of your Gross Sales on local advertising as outlined in the Confidential Operations Manual ("Local Marketing Requirement"). You will be required to submit quarterly accounts of the amounts spent on local marketing, unless we specify otherwise. If you fail to spend the Local Marketing Requirement in any given year, you will be required to pay the difference to the Marketing Fund. Initial and ongoing local marketing requirements may be reduced for an Express Franchise, at our option.

You must order sales and marketing material from us or our designated suppliers. It is a material breach of the Franchise Agreement to use other marketing material without obtaining our prior written approval. If you desire to use your own advertising materials, including your own website, you must obtain our prior approval, which may be granted or denied in our sole discretion. We will review your request and we will respond in writing within 30 days from the date we receive all requested information. Our failure to notify you in the specified time frame will be deemed a disapproval of your request. Use of logos, Marks and other name identification materials must follow our approved standards. You may not use our logos, Marks and other name identification materials on items to be sold or services to be provided without our prior written approval. If you use unauthorized advertising materials, you must pay a fee of $500 per occurrence to the Marketing Fund (See Section 12.6 of the Franchise Agreement).

We retain the sole right to market on the Internet, including all use of websites, domain names, URL's, linking, advertising, and co-branding arrangements (See Section 12.7 of the Franchise Agreement). You may not independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique, with words or symbols similar to the Marks without our express approval, which may be withheld. Franchisee will, however, have the ability to digitally market/advertise within their territory using pay-per-click or display services as AdWords using our approved campaigns. We intend any franchisee website be accessed only through our home page. You will provide us content for our Internet marketing. We retain the right to approve any linking or other use of our website.

Criteria for approving internet marketing at the store level involve items such as content and type of offer, staying within territory boundaries and others. We have formalized social media guidelines and all store owners are allowed to participate in various forms of social media as long as those guidelines are met. Social media includes websites or applications such as Facebook, Twitter, Pinterest, Google+, Instagram and many more. Big Frog also has vetted platforms that provide e-commerce solutions for local market sales.

Marketing Cooperatives

You may be required to participate in any local or regional advertising cooperative for Big Frog Franchises that is established. The area of each local and regional advertising cooperative will be defined by us, based on our assessment of the area. Franchisees in each cooperative will contribute an amount to the cooperative for each Big Frog Franchise that the franchisee owns that exists within the cooperative's area. Each Big Frog Franchise we own that exists within the cooperative's area will contribute to the cooperative on the same basis as franchisees. Members of the cooperative will be responsible for administering the cooperative including determining the amount of contributions from each member. We may require that each cooperative that exceeds five (5) franchisee members must operate with governing documents. Each cooperative must prepare annual unaudited financial statements and such statements will be provided for review to each member of such cooperative. We reserve the right to form, change, dissolve or merge any advertising cooperative formed in the future. If we elect to form such cooperatives, or if such cooperatives already exist near your territory, you will be required to participate in compliance with the provisions of the Confidential Operations Manual, which we may periodically modify in our discretion.

Advisory Council

We currently have a franchise advisory council. It is a six (6) member panel with two (2) franchisor members and four (4) franchisee members. The four (4) franchisee members are elected by the franchisees on an annual basis. The council has advisory power only. We also have a Marketing Advisory Council comprised of a franchisor member and several franchisees who are appointed.

Computer Systems

You must use the computer hardware and/or operating software we specify ("Computer System"). As of the Issuance Date of this Franchise Disclosure Document, the Computer System consists of three (3) Windows based desktop computer systems that are capable of running Windows 7 or later if your Standard Store has two (2) design stations. If your Store has three (3) design stations, you must purchase an additional computer (for a total of four (4) computers). Your Express Store may have two (2) or three (3) computers, including one (1) or two (2) design stations. Additionally, a typical Store will contain an additional Windows-based computer system in the back of the store for use by the Franchisee. Each design station will have two (2) 24-inch monitors. You must have the latest versions of Microsoft Office for Windows (including Word, Excel and PowerPoint), QuickBooks (Minimum of Pro Series), CorelDraw, Adobe Photoshop/Illustrator, the POS software and Professor Franklin (or equivalent) software ("Software").

We require that you purchase your Computer System from our approved supplier. We estimate the cost of purchasing the Computer System will be between $12,000 and $13,200 for a Standard Store, or between $6,000 and $12,000 for an Express Store. We may modify the specifications and components of the Computer System over the term of your Franchise Agreement. We may require you to own, lease, license, service and support the Computer System in the manner and on the terms we specify.

We may charge you a reasonable fee for (i) installing, providing, supporting, modifying, and enhancing any proprietary software or hardware we develop and license to you; and (ii) other Computer System-related maintenance and support services we provide to you. If we license any proprietary software to you or otherwise allow you to use similar technology that we develop or maintain, then you must sign any software license agreement or similar instrument we require.

You will have sole responsibility for: (1) the acquisition, operation, maintenance, and upgrading of your Computer System; (2) the manner in which your Computer System interfaces with our computer system and those of other third parties; and (3) any and all consequences that may arise if your Computer System is not properly operated, maintained and upgraded. We estimate that the annual costs of any optional or required maintenance updates or upgrading or support contracts will be between $1,800 and $5,000.

The Computer System will be used by your Store for the design and manufacture of products and to track payments. You will store invoices, templates and other information related to your Big Frog Business. We own all data generated by the Computer System concerning the Big Frog Business, including data stored in the Computer System and on any Internet website. We have the right to independently access your electronic information and data through our data management and intranet system and to collect, use and retain your electronic information and data in any manner we promote developing the system and the sale of Franchises. This may include posting financial information of each franchisee on an intranet website or using such information in our Franchise Disclosure Document. There is no contractual limitation on our right to receive or use information through our data management and intranet system.

Initial Training Program

You and any designated manager or representative must complete the initial training to our satisfaction before you open your Big Frog Business. We provide initial training at no charge for up to two (2) people. You must pay a $1,500 fee for training each additional person. Initial training classes are held whenever necessary to train new franchisees. You will not receive any compensation or reimbursement for services or expenses for participation in the initial training program. You are responsible for all your expenses to attend any training program, including lodging, transportation, food and similar expenses. The Initial Training Program will include five (5) segments:

TRAINING PROGRAM

Subject	Hours of Classroom Training at Big Frog University in Dunedin, FL	Hours of On the Job Training at your Store's location	Hours of eLearning on line at your Store's location	Hours of Training by Phone and/or Webinar at your Store's location
Administration	3	5	8	2
Operations Training	25	25	15	0
Sales & Marketing	7	5	2	8
Store Pre-Opening	0	0	0	26
Store Opening	0	0	0	5
Total	35	35	25	41

Notes:

1. The training may be less than the times indicated above depending on the number and experience of the attendees.

2. Training will be supervised by Ronald DeFrece, who has over 20 years of experience in operations, sales and retail. Mr. DeFrece has worked with us since our inception in 2008. Further training may be conducted by members of our staff and a variety of personnel associated with or designated by us with different levels of experience. All individuals who assist in the training process will have at least one (1) year of experience in the subject taught and/or our operations.

3. The Confidential Operations Manual serves as our primary instructional material during our Initial Training Program.

Ongoing Training

Your previously trained and experienced employees must attend and satisfactorily complete various training courses we periodically require at your cost and at the times and locations we designate. In addition to participating in ongoing training, you are required to attend an annual meeting of all franchisees at a location we designate. We estimate this training will be no longer than four (4) days per year. You must pay for all travel, living expenses and wages for your attendees.

We periodically may provide and require you and/or your manager attend seminars or refresher training programs. Attendance at these refresher training programs will be at your sole expense, however, we do not anticipate attendance will be required more than once per any calendar year.

ITEM 12
TERRITORY

The Franchise Agreement for your Big Frog Business grants you a designated exclusive territory ("Designated Territory") based on the geographic area and populations properties within that area and other relevant demographic characteristics. We will use commercially reasonable efforts to grant only one license to a Standard Franchisee for any area with a population of approximately 150,000 persons in the designated geographical location. An Express Franchisee will be granted a Designated Territory of solely the self-contained location (college campus, military base, stadium, etc.) or an additional population in the surrounding area. This Express territory may not have a minimum permanent population. The population statistics used in determining your Designated Territory will be based on numbers derived from the current United States Census report and supplemented with other information available and other population statistical sources we choose to determine populations. In certain densely populated metropolitan areas, a territory may be small if it has a high population density, while franchisees operating in less densely populated urban areas may have significantly larger areas. The Designated Territory will be defined by ZIP codes, city limits, highways or streets, or other similar factors as we may determine. The Designated Territory for your Big Frog Business will be listed in the Franchise Agreement. If you have not identified a site for your Big Frog Business when you sign the Franchise Agreement, which is typically the case, you and we will agree on the approved location in writing and amend the Franchise Agreement after you select and we approve the Site. We may, but have no obligation to, consider granting you the right to establish additional Big Frog outlets under other franchise agreements if you are successful and in compliance with the Franchise Agreement and propose to open another Big Frog outlet in an area and at a location we approve. We do not offer franchisees any options, rights of first refusal or similar rights to acquire additional franchises.

We retain the right to:

1. to own, franchise, or operate Big Frog Standard or Express Franchises at any location outside of the Designated Territory, regardless of the proximity to your Store;

2. to use the Marks and the System to sell any products or services, similar to those which you will sell, through any alternate channels of distribution within or outside of the Designated Territory. This includes, but is not limited to, other channels of distribution such as television, mail order, catalog sales, wholesale to unrelated retail outlets, or over the Internet. We exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce without our prior written approval;

3. to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering full service apparel printing and related products and services, at

any location, including within the Designated Territory, which may be similar to or different from the Big Frog Business operated by you;

4. to purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with your Big Frog Franchise, wherever located;

5. to acquire and convert to the System operated by us, any businesses offering services and products related to operating full service apparel printing, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned and whether located inside or outside of the Designated Territory, provided that in such situations the newly acquired businesses may not operate under the Marks in the Designated Territory; and

6. to implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.

The continuation of the Designated Territory is not dependent upon your achievement of a certain sales volume, market penetration, or other contingency. We do not pay compensation for soliciting or accepting orders inside your Designated Territory. As of the Issuance Date of this Franchise Disclosure Document we do not currently sell anything directly to customers.

You may operate the Big Frog Business only at the approved location within your Designated Territory. The approved location for your Store will be listed in the Franchise Agreement. If you have not identified an approved location for the Store when you sign the Franchise Agreement, as is typically the case, you and we will agree on the approved location in writing and amend the Franchise Agreement after you select and we approve the approved location. Although we may assist you in selecting a location for your Store, you are solely responsible for selecting the approved location and negotiating the lease or purchase term. You are not guaranteed any specific approved location and you may not be able to obtain your top choice as your approved location. If the lease for your Store expires or is terminated without your fault, or if the site for the Store is destroyed, condemned, or otherwise rendered unusable, we will allow you to relocate the Big Frog Franchise to a new site acceptable to us. Relocation for any other reason will be subject to our approval which may be withheld at our sole discretion. Any relocation will be subject to the site selection and lease provisions stated above. Any relocation will be at your sole expense. Our approval will, among other things, be based on the following factors: where your Store will be located, whether or not such relocation will infringe upon the rights of other franchisees, and the time it will take to relocate your Store.

There are no territorial restrictions from accepting business from customers that reside/work or are otherwise based outside of your Designated Territory if these customers contact you and/or visit your store. You may not use alternative channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing to make any sales inside or outside your designated territory without our prior written approval.

We have not established other franchises or company-owned outlets or another distribution channel offering or selling similar products or services under a different trademark. Neither we nor our affiliate(s) have established, or presently intent to establish, other franchised or company-owned businesses that sell our approved products and services under a different trade name or trademark, but we reserve the right to do so in the future without your consent.

ITEM 13
TRADEMARKS

We grant to you the right to operate a Store under the name “Big Frog” and “Big Frog Custom T-Shirts & More” and may also grant to you the right to use certain other current and future trademarks to operate your Store. Your use of the Marks and any related goodwill is to our exclusive benefit and you retain no rights in the Marks.

The following principal trademarks are registered on the Principal Register of the United States Patent and Trademark Office (the “USPTO”):

Mark	Registration Date	Registration No.
Big Frog	06/16/09	3,638,097
BIG FROG CUSTOM T-SHIRTS & MORE	06/30/09	3,646,170

All required affidavits have been filed for the registered mark. There are no effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation involving the Marks. Except for the Trademark License, no agreement significantly limits our right to use or license the Marks in a manner material to your Franchise. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must follow our guidelines and requirements when using the Marks. You cannot use our name or mark as part of a corporate name or with modifying words, designs, or symbols unless you receive our prior written consent. You must indicate to the public in any contract, advertisement and with a conspicuous sign in your Store that you are an independently owned and operated licensed franchisee of BF Franchise Group. You may not use the Marks in the sale of unauthorized services or products or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale or other disposition of the Big Frog Business or any interest in the Franchise. All rights and goodwill from the use of the Marks accrue to us. If it becomes advisable at any time, in our sole discretion, for us and/or you to modify or discontinue using any Mark and/or use one (1) or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

You must notify us immediately when you learn about an infringing or challenging use of the Marks. If you are in compliance with the Franchise Agreement we will defend you against any claim brought against you by a third party alleging your use of the Marks in accordance with the Franchise Agreement infringes upon that party’s intellectual property rights. We may require your assistance, but you are not permitted to control any proceeding or litigation relating to our Marks. We have no obligation to pursue any infringing users of our Marks. If we learn of an infringing user, we will take the action appropriate, but we are not required to take any action if we do not feel it is warranted. You must not directly or indirectly contest our right to the Marks. We may acquire, develop and use additional marks not listed here, and may make those marks available for your use and for use by other franchisees.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

The information in the Confidential Operations Manual is proprietary and is protected by copyright and other laws. The designs contained in the Marks, the layout of our advertising materials, the content and format of our products, and any other writings and recordings in print or electronic form are also protected by copyright and other laws. Although we have not applied for copyright registration for the Confidential Operations Manual, our advertising materials, the content and format of our products, or any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information ("Copyrighted Works") for your operation of your Big Frog Franchise but such copyrights remain our sole property.

There are no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are any proceedings pending, nor are there any effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit using our Copyrighted Works.

Our Confidential Operations Manual, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems on, knowledge of, and experience in the development, operation and franchising of Big Frog Franchises, our training materials and techniques, information concerning product and service sales, operating results, financial performance and other financial data of Big Frog Franchises and other related materials are proprietary and confidential ("Confidential Information") and are our property to be used by you only as described in the Franchise Agreement Confidential Operations Manual. Where appropriate, certain information has also been identified as trade secrets ("Trade Secrets"). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Trade Secrets and Confidential Information.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for you to develop your Big Frog Franchise during training and in guidance and assistance furnished to you under the Franchise Agreement and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement we can enforce. Nothing in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other Big Frog Franchises during the term of the Franchise Agreement.

You must notify us within three (3) days after you learn about another's use of language, a visual image, or a recording of any kind, that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets, or if someone challenges your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of or challenge to your use of any Copyrighted Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to our Copyrighted Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us, our counsel or our designees regarding any infringement, challenge or claim. We will may take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control exclusively any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyrighted Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance, and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding or to protect and maintain our interests in the Copyrighted Works, Confidential Information or Trade Secrets.

No patents or patents pending are material to us at this time.

Database, Email Address and Telephone Numbers

The customer database created from any Franchisee is the sole property of The BIG FROG Franchise Group and may not be sold, assigned, transferred or used by any individuals without our written consent. Any telephone numbers associated with a Big Frog Store are the sole property of The BIG FROG Franchise Group and may not be sold, assigned or transferred without our express written consent. Any and all email addresses connected to a Big Frog Store are the sole property of The BIG FROG Franchise Group and may not be sold, assigned or transferred without our express written consent.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

You, or if you are a business entity, your "Principal Owner" should devote your time and best efforts to the management and operation of your Store and will have primary responsibility for your operations under the Franchise Agreement. If you or your Principal Owner are not actively on site supervising and managing your Big Frog Business, you must have a designated manager ("Manager") who meets the following qualifications and conditions: (i) has day-to-day management responsibility over the Big Frog Business; (ii) is employed on a full-time basis to manage the Big Frog Business; (iii) enters into our then-current form of Nondisclosure, Nonsolicitation and Noncompetion Agreement ("Noncompetition Agreement"), the form of which is attached to this Franchise Disclosure Document in Exhibit F; and (iv) satisfactorily completes the Initial Training Program. You must designate either a Principal Owner or the Manager as a primary point of contact for the Big Frog Business. The primary contact shall conduct all correspondences with our vendors and us and shall have the final authorization in the event of a dispute among owners of the business entity.

You may not employ any Manager, or appoint any Principal Owner, who does not complete our Initial Training Program to our satisfaction. If a Manager's employment with you is terminated, and your Principal Owner will not manage your Big Frog Business, you must appoint a new manager who must successfully complete our Initial Training Program 60 days after the termination of the former Manager, unless we do not hold an Initial Training Program during that 60 day period, in which case the replacement manager must attend and successfully complete the first available Initial Training Program held by us. You may be charged a training fee for a replacement manager or Principal Owner and the costs for airfare, ground transportation, lodging, meals, personal expenses, and salary and benefits must be paid by you. Factors used by us in determining whether you will be charged a training fee include the location of training, the length and type of training necessary, the costs borne by us in conducting the training, the replacement manager or Principal Owner's previous experience and skill and our availability.

Any Manager and, if you are a business entity, any officer that does not own equity in the franchisee entity, must sign the Noncompetition Agreement. All of your employees, independent contractors and other agents or representatives who may have access to our confidential information must sign a Confidentiality Agreement (unless they already signed a Noncompetition Agreement), which is attached to the Franchise Disclosure Document in Exhibit F. If you are an entity, each owner (i.e., each person holding an ownership interest in you) must sign a personal guaranty, the form of which is attached to the Franchise Agreement as Attachment C. We also require owner's spouses to sign the personal guaranty.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale only those services and products authorized by us and which meet our standards and specifications. You must follow our policies, procedures, methods, and techniques. You must sell or offer for sale all types of services and Products specified by us. We may change or add to our required services and products at our discretion with prior notice to you. If we change or add to our required services and products, the changes or additions will remain in permanent effect, unless we specify otherwise. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. You must discontinue selling and offering for sale any services or products that we disapprove. We reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions.

You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales without our prior written approval. You may not establish an account or participate in any social networking sites (including, without limitation, Facebook, Instagram, Twitter or any other social or professional networking site or blog) or mention or discuss the Big Frog Franchise, us or our affiliate, without our prior written consent and as subject to our on-line policy. Our on-line policy may completely prohibit you from any use of the Marks in social networking sites or other on-line use. Otherwise, except as provided in Item 12, we place no restrictions upon your ability to serve customers provided you do so from the Store under our policies.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1	10 years.
b. Renewal or extension of the term	Section 3.1	If you are in good standing and you meet other requirements, you may add one successor term of 10 years.

Provision	Section in Franchise Agreement	Summary
c. Requirements for you to renew or extend	Sections 3.1 – 3.5	Maintain site or secure substitute site, bring Store into compliance with our then current specifications and standards, sign new franchise agreement and ancillary agreements, general releases, satisfactory completion of training and refresher programs, and pay us the successor franchise fee. On renewal, you may be asked to sign a successor franchise agreement with materially different terms and conditions than your original Franchise Agreement.
d. Termination by you	Sections 16.1	If we breach the Franchise Agreement and do not cure the breach after 60 days' notice from you, you may terminate 60 days after you provide us with written notice of termination.
e. Termination by us without cause	Not Applicable	Not Applicable.
f. Termination by us with cause	Section 16.2 and 16.3	We can terminate only if you commit one of several violations (subject to state or federal law or FTC regulation).
g. "Cause" defined – defaults which can be cured	Section 16.2 (k), (l), (m) and (o)	You have five (5) days to cure health, safety or sanitation law violations, except we may require the immediate shut down of your Store if we deem such violation to be a health threat to anyone, 10 days to cure monetary defaults to us or approved suppliers and 10 days to cure noncompliance with any provision other than Section 16.2 of the Franchise Agreement or the System Standards.
h. "Cause" defined – non curable defaults	Section 16.2	Non-curable defaults: the defaults listed in Section 17.1 of the Franchise Agreement.
i. Your obligations on termination/nonrenewal	Section 17	Obligations include complete de-identification, payment of amounts due and return of confidential Operations Manual, all Confidential Information, Trade Secrets and records.
j. Assignment of contract by us	Section 15.1	No restriction on our right to assign.
k. "Transfer" by you - definition	Section 15.2	Includes any voluntary, involuntary, direct or indirect assignment, sale, gift, exchange, grant of a security interest or change of ownership in the Franchise Agreement, the Franchise, or interest in the Franchise.
l. Our approval of transfer by you	Sections 15.2 – 15.5	We have the right to approve all transfers, even to a business entity controlled by you.

Provision	Section in Franchise Agreement	Summary
m. Conditions for our approval of transfer	Section 15.3	Store must be in operation for at least one (1) year, if we have not exercised right of first refusal; new owner must have sufficient business experience and financial resources to operate the Franchise; you must pay all amounts due; new owner and employees must complete the Initial Training Program; your landlord must consent to transfer of lease; you must pay transfer fee; you must sign a general release in favor of us; new owner must agree to bring the Store up to current standards; new owner signs a new franchise agreement in the then-current form; you must sign a non-compete agreement not to engage in a competitive business for one (1) year within 15 miles of that Franchise or another Big Frog Franchise.
n. Our right of first refusal to acquire your business	Section 15.8	We can match any offer for an ownership interest in you, your Franchise Agreement, Store or your Store provided that we may substitute cash for any form of payment at a discounted amount if an interest rate will be charged on any deferred payments, our credit will be deemed equal to that of any proposed purchaser, we will have no less than 60 days to prepare for closing and we receive all customary representations and warranties, as we specify.
o. Our option to purchase your business	Section 17.5	We may, but are not required to, purchase your Franchise, inventory or equipment at fair market value if your Franchise is terminated for any reason.
p. Your death or disability	Sections 15.5	The agreement must be transferred or assigned to a qualified party within 180 days of death or disability or the Franchise Agreement may be terminated. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability.
q. Non-competition covenants during the term of the franchise	Section 10	You may not participate in a diverting business, have no owning interest in, loan money to, or perform services for a competitive business anywhere; You may not interfere with our or our other Franchisees' Big Frog Franchises.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.4	Owners may not have an interest in any competitive business within 15 miles of any Big Frog Franchise for two (2) years.

Provision	Section in Franchise Agreement	Summary
s. Modification of the agreement	Section 19.13	No modifications of the Franchise Agreement during the term unless agreed to in writing, but the Confidential Operations Manual is subject to change at any time in our discretion. Modifications are permitted on renewal.
t. Integration/merger clause	Section 19.13	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of this Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 19.18	Except for certain claims, all disputes must be mediated and arbitrated in Pinellas County, Florida subject to state law.
v. Choice of forum	Section 19.8	Arbitration must be in Pinellas County, Florida, except as provided in the State-Specific Addendum, subject to applicable state law.
w. Choice of law	Section 19.7	Florida law applies, except as provided in the State-Specific Addendum, subject to applicable state law.

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote the System or any Store.

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 Franchise 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.

This Item 19 presents information about the Gross Revenue and Key Performance Indicators with respect to all 81 Big Frog Stores open and operating as of December 31, 2017. During the period from January 1, 2017 through December 31, 2017, we did not have any Express Stores open, so we do not provide any financial performance information for Express Stores in this Item 19. Written substantiation of all financial performance representations set forth below will be made available to all prospective franchisees upon reasonable request.

All of the The information contained in this Item 19 was obtained through Big Frog Franchise Group's Point of Sale ("POS") operating system and monthly Income Statements submitted to us by Big Frog Franchisees for fiscal year ended Decembe 31, 2017.

Big Frog Key Performance Indicators – 2017 compared to 2016

The numbers below are Key Performance Indicators assembled from the BIG FROG Point of Sale ("POS") system and individual Franchisees' Profit and Loss Statements for 2017 and 2016.

	2017	2016
Total Systemwide Gross Revenue	$25,487,239	$22,290,099
Average Annual Store Revenue	$314,657	$309,585
Franchises at or Above Average, #	38	33
Franchises at or Above Average, %	46.9%	45.2%
Median Annual Store Revenue	$306,919	$272,723
Average Annual Cost of Goods Sold	$114,108	$113,385
Franchises at or Above Average, #	36	27
Franchises at or Below Average, %	44.4%	42.9%
Median Annual Cost of Goods Sold	$98.978	$96,629
Average Percent Cost of Goods Sold	34.9%	36.6%
Franchises at or Above Average, #	45	22
Franchises at or Below Average, %	55.6%	31.9%
Median Percent Cost of Goods Sold	36.0%	33.2%
Average Monthly Rent	$2,747	$2,677
Franchises at or Above Average, #	37	31
Franchises at or Above Average, %	46.8%	44.9%
Median Monthly Rent	$2,810	$2,674
Percent Rent of Gross Sales	12.3%	11.6%
Franchises at or Above Average, #	31	26
Franchises at or Above Average, %	39.2%	37.7%
Average Monthly Payroll	$5,075	$5,353
Franchises at or Above Average, #	32	32

Franchises at or Above Average, %	40.5%	46.4%
Median Monthly Payroll	$4,914	$5,366
Percent Payroll of Gross Sales	20.6%	21.5%
Franchises at or Above Average, #	36	31
Franchises at or Above Average, %	45.6%	47.0%
Average Monthly Marketing	$611	$651
Franchises at or Above Average, #	32	24
Franchises at or Above Average, %	41.0%	36.4%
Median Monthly Marketing	$580	$567
Percent Marketing of Gross Revenue	3.3%	2.9%
Franchises at or Above Average, #	26	22
Franchises at or Above Average, %	33.3%	33.3%
Total Annual Number of Customers	175,698	159,732
Average Number of Customer/Store	2,152	2,250
Franchises at or Above Average, #	45	36
Franchises at or Above Average, %	55.6%	52.2%
Median Number of Customer/Store	2,387	2,284
Average Sale	$145	$134
Franchises at or Above Average, #	34	33
Franchises at or Above Average, %	42.0%	47.8%
Median Sale	$143	$130

The following tables contain historical financial performance representations for all Big Frog Stores in operation during the fiscal year ending December 31, 2017, including all Big Frog Stores in operation for less than 12 months.

Top Third of Big Frog Stores based on Gross Revenue

(Table 1)

Store Number	Months Open	Gross Rev	% COGS	% Rent	% Payroll	% Mktg	% Utilities	# of Customers	Aver. Sale
018	79	$910,817.68	36.1%	3.4%	28.8%	0.7%	0.8%	4,642	$196.21
039	65	$702,071.20	46.7%	7.3%	11.8%	0.7%	0.8%	2,709	$259.16
038	71	$666,402.14	42.2%	6.5%	10.9%	2.1%	0.6%	3,104	$214.69
031	72	$640,659.68	34.3%	7.4%	15.3%	1.5%	1.6%	5,239	$122.29
053	46	$597,532.57	39.3%	6.4%	11.3%	0.8%	0.9%	2,904	$205.76
017	83	$590,652.01	42.6%	5.7%	23.0%	2.6%	1.3%	2,474	$238.74
035	61	$588,179.67	36.9%	9.6%	10.3%	1.0%	0.8%	2,879	$204.30
011	93	$587,348.63	38.3%	4.3%	8.7%	1.2%	0.6%	1,969	$298.30
005	101	$581,248.41	36.7%	5.8%	15.2%	2.1%	1.3%	3,314	$175.39
020	82	$554,613.48	39.2%	6.7%	20.6%	0.9%	1.1%	2,904	$190.98
042	67	$548,345.62	40.6%	4.2%	14.0%	1.1%	1.8%	2,264	$242.20
072	19	$522,689.32	41.6%	9.6%	9.4%	1.9%	0.9%	2,565	$203.78

037	68	$522,077.03	34.1%	7.4%	18.2%	1.2%	1.6%	2,888	$180.77
044	60	$517,639.77	36.6%	6.3%	12.1%	3.6%	0.9%	2,782	$186.07
016	83	$511,041.01	45.6%	4.4%	10.9%	1.2%	1.1%	2,689	$190.05
054	49	$503,171.30	45.1%	10.3%	17.2%	1.4%	0.9%	3,614	$139.23
001	128	$441,457.97	51.6%	7.2%	15.3%	1.2%	1.4%	1,969	$224.20
055	48	$425,088.04	35.6%	7.4%	19.0%	3.1%	1.1%	2,836	$149.89
012	89	$394,873.41	29.4%	10.4%	19.3%	1.3%	1.4%	3,217	$122.75
028	77	$385,394.43	36.0%	5.4%	14.0%	1.1%	2.6%	3,454	$111.58
059	45	$372,869.69	41.9%	12.5%	24.9%	1.7%	2.0%	2,538	$146.91
050	53	$362,060.60	38.3%	7.2%	19.4%	3.3%	2.3%	2,616	$138.40
062	38	$357,003.03	22.0%	17.3%	22.0%	1.0%	1.8%	2,548	$140.11
015	86	$355,806.75	32.8%	6.7%	19.3%	1.5%	2.0%	2,485	$143.18
045	56	$351,193.69	42.2%	9.3%	19.3%	2.9%	1.1%	2,175	$161.47
070	26	$348,739.35	42.1%	6.8%	10.6%	4.4%	1.5%	2,452	$142.23
033	74	$341,352.80	34.5%	13.0%	13.4%	2.5%	2.2%	2,772	$123.14
	Total	**$13,680,329.28**							
	Average	**$506,678.86**							
	Median	**$517,639.77**							

Middle Third of Big Frog Stores based on Gross Revenue
(Table 2)

Store Number	Months Open	Gross Rev	% COGS	% Rent	% Payroll	% Mktg	% Utilities	# of Customers	Aver. Sale
046	**53**	$338,234.47	36.6%	9.1%	16.0%	1.7%	0.9%	1,730	$195.51
029	**77**	$334,336.10	35.2%	11.3%	14.4%	2.9%	1.8%	3,074	$108.76
004	**102**	$334,177.51	25.0%	4.4%	16.8%	1.1%	2.1%	2,387	$140.00
069	**26**	$331,280.03	38.4%	5.9%	17.9%	3.0%	2.1%	2,170	$152.66
026	**76**	$328,106.55	20.8%	0.0%	0.0%	0.0%	0.0%	1,852	$177.16
036	**72**	$326,600.68	31.8%	13.5%	25.3%	0.7%	0.8%	2,512	$130.02
071	**20**	$325,772.29	38.5%	6.1%	18.1%	4.0%	1.5%	1,897	$171.73
008	**96**	$321,832.80	34.6%	9.3%	11.5%	2.3%	1.8%	1,915	$168.06
052	**50**	$320,679.36	23.0%	13.9%	29.6%	2.4%	1.7%	3,456	$92.79
056	**49**	$319,387.88	38.3%	8.1%	21.0%	5.7%	1.9%	3,656	$87.36
030	**72**	$316,803.56	31.9%	10.8%	18.6%	3.4%	2.5%	2,229	$142.13
075	**17**	$309,263.91	38.5%	12.8%	16.6%	2.1%	1.8%	1,575	$196.36
049	**57**	$306,918.94	30.0%	7.1%	17.5%	2.1%	2.9%	2,567	$119.56
022	**76**	$303,916.56	40.0%	9.0%	21.1%	0.8%	0.5%	3,385	$89.78
064	**34**	$289,949.72	28.7%	10.5%	23.1%	3.3%	3.9%	2,162	$134.11
065	**36**	$282,165.94	36.1%	10.6%	22.4%	3.4%	1.6%	2,244	$125.74
051	**36**	$269,594.76	21.5%	21.2%	14.7%	1.6%	2.5%	2,587	$104.21

003	**110**	$266,764.15	34.1%	12.1%	17.7%	0.0%	1.4%	2,985	$89.37
058	**36**	$263,594.50	28.4%	9.0%	26.2%	6.1%	2.1%	2,595	$101.58
009	**85**	$261,512.16	37.8%	12.0%	32.0%	2.9%	1.7%	2,345	$111.52
024	**77**	$261,352.01	31.9%	11.1%	21.6%	1.8%	1.6%	2,336	$111.88
013	**89**	$250,897.63	74.1%	12.3%	17.5%	2.2%	1.5%	1,382	$181.55
080	**17**	$247,301.01	27.9%	7.4%	9.5%	1.4%	1.2%	1,364	$181.31
041	**15**	$245,775.37	47.0%	20.3%	32.5%	1.5%	1.9%	1,056	$232.74
061	**41**	$233,466.14	40.2%	15.2%	21.0%	1.9%	3.1%	2,182	$107.00
006	**100**	$233,386.27	34.1%	11.3%	10.7%	3.5%	2.6%	1,499	$155.69
068	**29**	$232,802.02	50.2%	17.9%	28.5%	4.5%	2.6%	1,374	$169.43
	Total	**$7,855,872.32**							
	Average	**$290,958.24**							
	Median	**$303,916.56**							

Lower Third of Big Frog Stores based on Gross Revenue
(Table 3)

Store Number	Months Open	Gross Rev	% COGS	% Rent	% Payroll	% Mktg	% Utilities	# of Customer	Aver. Sale
063	38	$231,934.05	37.2%	14.5%	25.4%	3.6%	1.8%	2,266	$102.35
010	92	$225,957.29	25.0%	5.3%	19.8%	1.2%	2.8%	1,797	$125.74
021	77	$222,513.44	19.9%	21.6%	25.1%	2.5%	1.8%	2,018	$110.26
057	45	$215,649.94	37.5%	15.4%	29.2%	2.5%	2.5%	1,313	$164.24
014	87	$211,739.36	22.3%	18.5%	22.3%	1.6%	2.7%	2,453	$86.32
023	76	$202,084.94	35.6%	9.5%	25.1%	2.8%	3.8%	1,845	$109.53
073	18	$193,806.74	27.1%	17.8%	22.0%	2.0%	1.6%	1,569	$123.52
082	13	$193,088.66	30.2%	18.6%	28.0%	4.6%	1.9%	2,064	$93.55
078	13	$189,210.87	35.3%	27.4%	31.1%	7.3%	3.3%	2,492	$75.93
007	96	$186,846.12	19.8%	19.8%	18.5%	3.6%	3.4%	1,780	$104.97
084	8	$182,278.99	40.8%	7.9%	20.2%	5.7%	2.2%	854	$213.44
047	8	$177,799.40	39.2%	13.9%	24.0%	1.9%	1.7%	956	$185.98
034	61	$173,219.45	33.9%	13.0%	26.6%	1.5%	2.4%	1,172	$147.80
025	74	$153,512.81	30.1%	26.1%	27.2%	5.3%	3.9%	1,369	$112.13
019	66	$153,218.86	10.9%	0.0%	0.0%	0.0%	0.0%	1,776	$86.27
040	69	$141,343.78	24.4%	26.9%	38.3%	2.6%	3.8%	1,306	$108.23
074	10	$140,737.80	34.3%	23.2%	17.7%	3.5%	3.5%	1,292	$108.93
060	45	$136,168.51	20.0%	18.5%	14.2%	2.1%	4.1%	1,208	$112.72
079	12	$123,329.03	21.0%	11.0%	10.2%	0.8%	1.9%	1,373	$89.82
081	9	$110,644.61	39.5%	20.6%	23.2%	7.3%	3.6%	914	$121.06
076	10	$105,626.94	38.0%	23.3%	18.8%	5.8%	2.8%	772	$136.82
077	9	$83,584.96	31.5%	33.6%	35.4%	10.3%	6.1%	1,210	$69.08

083	6	$60,685.05	19.9%	9.9%	28.7%	10.3%	4.1%	411	$147.65
086	6	$38,593.04	40.3%	10.8%	52.4%	28.2%	5.9%	582	$66.31
088	3	$34,523.65	45.3%	22.2%	26.7%	12.7%	8.1%	358	$96.43
089	2	$33,257.14	34.5%	22.6%	30.3%	6.6%	2.2%	323	$102.96
094	2	$29,681.53	40.9%	19.2%	29.2%	9.1%	4.8%	304	$97.64
	Total	**$3,951,036.96**							
	Average	**$146,334.70**							
	Median	**$153,512.81**							

All Big Frog Stores based on Gross Revenue
(Table 4)

Store Number	Months Open	Gross Rev	% COGS	% Rent	% Payroll	% Mktg	% Utilities	# of Customers	Aver. Sale
018	78	$910,817.68	36.1%	3.4%	28.8%	0.7%	0.8%	4,642	$196.21
039	63	$702,071.20	46.7%	7.3%	11.8%	0.7%	0.8%	2,709	$259.16
038	71	$666,402.14	42.2%	6.5%	10.9%	2.1%	0.6%	3,104	$214.69
031	73	$640,659.68	34.3%	7.4%	15.3%	1.5%	1.6%	5,239	$122.29
053	46	$597,532.57	39.3%	6.4%	11.3%	0.8%	0.9%	2,904	$205.76
017	72	$590,652.01	42.6%	5.7%	23.0%	2.6%	1.3%	2,474	$238.74
035	61	$588,179.67	36.9%	9.6%	10.3%	1.0%	0.8%	2,879	$204.30
011	92	$587,348.63	38.3%	4.3%	8.7%	1.2%	0.6%	1,969	$298.30
005	101	$581,248.41	36.7%	5.8%	15.2%	2.1%	1.3%	3,314	$175.39
020	80	$554,613.48	39.2%	6.7%	20.6%	0.9%	1.1%	2,904	$190.98
042	68	$548,345.62	40.6%	4.2%	14.0%	1.1%	1.8%	2,264	$242.20
072	19	$522,689.32	41.6%	9.6%	9.4%	1.9%	0.9%	2,565	$203.78
037	69	$522,077.03	34.1%	7.4%	18.2%	1.2%	1.6%	2,888	$180.77
044	48	$517,639.77	36.6%	6.3%	12.1%	3.6%	0.9%	2,782	$186.07
016	82	$511,041.01	45.6%	4.4%	10.9%	1.2%	1.1%	2,689	$190.05
054	48	$503,171.30	45.1%	10.3%	17.2%	1.4%	0.9%	3,614	$139.23
001	124	$441,457.97	51.6%	7.2%	15.3%	1.2%	1.4%	1,969	$224.20
055	48	$425,088.04	35.6%	7.4%	19.0%	3.1%	1.1%	2,836	$149.89
012	90	$394,873.41	29.4%	10.4%	19.3%	1.3%	1.4%	3,217	$122.75
028	77	$385,394.43	36.0%	5.4%	14.0%	1.1%	2.6%	3,454	$111.58
059	45	$372,869.69	41.9%	12.5%	24.9%	1.7%	2.0%	2,538	$146.91
050	53	$362,060.60	38.3%	7.2%	19.4%	3.3%	2.3%	2,616	$138.40
062	38	$357,003.03	22.0%	17.3%	22.0%	1.0%	1.8%	2,548	$140.11
015	85	$355,806.75	32.8%	6.7%	19.3%	1.5%	2.0%	2,485	$143.18
045	56	$351,193.69	42.2%	9.3%	19.3%	2.9%	1.1%	2,175	$161.47
070	26	$348,739.35	42.1%	6.8%	10.6%	4.4%	1.5%	2,452	$142.23
033	75	$341,352.80	34.5%	13.0%	13.4%	2.5%	2.2%	2,772	$123.14
046	**53**	$338,234.47	36.6%	9.1%	16.0%	1.7%	0.9%	1,730	$195.51
029	**72**	$334,336.10	35.2%	11.3%	14.4%	2.9%	1.8%	3,074	$108.76
004	**102**	$334,177.51	25.0%	4.4%	16.8%	1.1%	2.1%	2,387	$140.00
069	**26**	$331,280.03	38.4%	5.9%	17.9%	3.0%	2.1%	2,170	$152.66
026	**77**	$328,106.55	20.8%	0.0%	0.0%	0.0%	0.0%	1,852	$177.16
036	**73**	$326,600.68	31.8%	13.5%	25.3%	0.7%	0.8%	2,512	$130.02
071	**20**	$325,772.29	38.5%	6.1%	18.1%	4.0%	1.5%	1,897	$171.73
008	**84**	$321,832.80	34.6%	9.3%	11.5%	2.3%	1.8%	1,915	$168.06
052	**54**	$320,679.36	23.0%	13.9%	29.6%	2.4%	1.7%	3,456	$92.79
056	**48**	$319,387.88	38.3%	8.1%	21.0%	5.7%	1.9%	3,656	$87.36
030	**72**	$316,803.56	31.9%	10.8%	18.6%	3.4%	2.5%	2,229	$142.13

Store Number	Months Open	Gross Rev	% COGS	% Rent	% Payroll	% Mktg	% Utilities	# of Customer	Aver.Sale
075	**17**	$309,263.91	38.5%	12.8%	16.6%	2.1%	1.8%	1,575	$196.36
049	**57**	$306,918.94	30.0%	7.1%	17.5%	2.1%	2.9%	2,567	$119.56
022	**76**	$303,916.56	40.0%	9.0%	21.1%	0.8%	0.5%	3,385	$89.78
064	**33**	$289,949.72	28.7%	10.5%	23.1%	3.3%	3.9%	2,162	$134.11
065	**37**	$282,165.94	36.1%	10.6%	22.4%	3.4%	1.6%	2,244	$125.74
051	**37**	$269,594.76	21.5%	21.2%	14.7%	1.6%	2.5%	2,587	$104.21
003	**110**	$266,764.15	34.1%	12.1%	17.7%	0.0%	1.4%	2,985	$89.37
058	**37**	$263,594.50	28.4%	9.0%	26.2%	6.1%	2.1%	2,595	$101.58
009	**93**	$261,512.16	37.8%	12.0%	32.0%	2.9%	1.7%	2,345	$111.52
024	**74**	$261,352.01	31.9%	11.1%	21.6%	1.8%	1.6%	2,336	$111.88
013	**86**	$250,897.63	74.1%	12.3%	17.5%	2.2%	1.5%	1,382	$181.55
080	**17**	$247,301.01	27.9%	7.4%	9.5%	1.4%	1.2%	1,364	$181.31
041	**66**	$245,775.37	47.0%	20.3%	32.5%	1.5%	1.9%	1,056	$232.74
061	**41**	$233,466.14	40.2%	15.2%	21.0%	1.9%	3.1%	2,182	$107.00
006	**100**	$233,386.27	34.1%	11.3%	10.7%	3.5%	2.6%	1,499	$155.69
068	**29**	$232,802.02	50.2%	17.9%	28.5%	4.5%	2.6%	1,374	$169.43
063	37	$231,934.05	37.2%	14.5%	25.4%	3.6%	1.8%	2,266	$102.35
010	92	$225,957.29	25.0%	5.3%	19.8%	1.2%	2.8%	1,797	$125.74
021	75	$222,513.44	19.9%	21.6%	25.1%	2.5%	1.8%	2,018	$110.26
057	43	$215,649.94	37.5%	15.4%	29.2%	2.5%	2.5%	1,313	$164.24
014	85	$211,739.36	22.3%	18.5%	22.3%	1.6%	2.7%	2,453	$86.32
023	76	$202,084.94	35.6%	9.5%	25.1%	2.8%	3.8%	1,845	$109.53
073	17	$193,806.74	27.1%	17.8%	22.0%	2.0%	1.6%	1,569	$123.52
082	13	$193,088.66	30.2%	18.6%	28.0%	4.6%	1.9%	2,064	$93.55
078	11	$189,210.87	35.3%	27.4%	31.1%	7.3%	3.3%	2,492	$75.93
007	96	$186,846.12	19.8%	19.8%	18.5%	3.6%	3.4%	1,780	$104.97
084	8	$182,278.99	40.8%	7.9%	20.2%	5.7%	2.2%	854	$213.44
047	55	$177,799.40	39.2%	13.9%	24.0%	1.9%	1.7%	956	$185.98
034	61	$173,219.45	33.9%	13.0%	26.6%	1.5%	2.4%	1,172	$147.80
025	75	$153,512.81	30.1%	26.1%	27.2%	5.3%	3.9%	1,369	$112.13
019	81	$153,218.86	10.9%	0.0%	0.0%	0.0%	0.0%	1,776	$86.27
040	14	$141,343.78	24.4%	26.9%	38.3%	2.6%	3.8%	1,306	$108.23
074	9	$140,737.80	34.3%	23.2%	17.7%	3.5%	3.5%	1,292	$108.93
060	40	$136,168.51	20.0%	18.5%	14.2%	2.1%	4.1%	1,208	$112.72
079	11	$123,329.03	21.0%	11.0%	10.2%	0.8%	1.9%	1,373	$89.82
081	9	$110,644.61	39.5%	20.6%	23.2%	7.3%	3.6%	914	$121.06
076	9	$105,626.94	38.0%	23.3%	18.8%	5.8%	2.8%	772	$136.82
077	8	$83,584.96	31.5%	33.6%	35.4%	10.3%	6.1%	1,210	$69.08
083	6	$60,685.05	19.9%	9.9%	28.7%	10.3%	4.1%	411	$147.65
086	6	$38,593.04	40.3%	10.8%	52.4%	28.2%	5.9%	582	$66.31

Store Number	Months Open	Gross Rev	% COGS	% Rent	% Payroll	% Mktg	% Utilities	# of Customer	Aver.Sale
088	4	$34,523.65	45.3%	22.2%	26.7%	12.7%	8.1%	358	$96.43
089	4	$33,257.14	34.5%	22.6%	30.3%	6.6%	2.2%	323	$102.96
094	2	$29,681.53	40.9%	19.2%	29.2%	9.1%	4.8%	304	$97.64
	Total	**$25,487,238.56**							
	Average	**$314,657.27**							
	Median	**$303,916.56**							

<u>Column Definitions</u>:
"Gross Rev" = Total Gross Sales Receipts, less tax.

"% COGS" = Cost of Goods Sold, including apparel, decorating material, but not including Labor, as a percentage of Gross Revenue.

"% Rent" = Total rent including CAM charges and applicable taxes, as a percentage of Gross Revenue.

"% Payroll" = Payroll costs as a percentage of Gross Revenue.

"% Mktg" = Total money spent on advertising and promotion including National Ad Fund paid to us, as a percentage of Gross Revenue.

"% Utilities" = Total utilities paid including electricity, heat and water, as a percentage of Gross Revenue.

# of Customers = Total number of customers who purchased products.

"Average Sale" = Total Gross Revenues divided by Total number of customers.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION
Table No. 1

Systemwide Outlet Summary
For Years 2015-2017

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2015	57	63	+6
	2016	63	70	+7
	2017	70	81	+11
Company-Owned	2015	0	0	0
	2016	0	0	0
	2017	0	0	0
Total Outlets	2015	57	63	+6
	2016	63	69	+6
	2017	69	81	+12

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2015-2017

State	Year	Number of Transfers
Florida	2015	1
	2016	0
	2017	0
Georgia	2015	2
	2016	0
	2017	1
South Carolina	2015	0
	2016	0
	2017	0
Tennessee	2015	0
	2016	0
	2017	1

State	Year	Number of Transfers
California	2015	0
	2016	1
	2017	1
Illinois	2015	0
	2016	1
	2017	0
Michigan	2015	0
	2016	2
	2017	0
Missouri	2015	0
	2016	0
	2017	1
Nevada	2015	0
	2016	0
	2017	1
North Carolina	2015	0
	2016	0
	2017	1
Pennsylvania	2015	0
	2016	0
	2017	1
Totals	2015	3
	2016	4
	2017	7

Table No. 3

Status of Franchised Outlets
For Years 2015 -2017

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
Arizona	2015	1	0	0	0	0	0	1
	2016	1	1	0	0	0	0	2
	2017	2	0	0	0	0	0	2
Arkansas	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
California	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	1*	3
	2017	3	0	0	0	0	0	3
Colorado	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Florida	2015	9	1	1	0	0	0	9
	2016	9	0	0	0	0	0	9
	2017	9	2	0	0	0	0	11
Georgia	2015	8	1	0	0	0	0	9
	2016	9	1	0	0	0	0	10
	2017	10	0	0	0	0	0	10
Illinois	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
Indiana	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1

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
Louisiana	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
Maryland	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Michigan	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	1*	2
	2017	2	0	0	0	0	0	2
Minnesota	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
Missouri	2015	2	1	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
Montana	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Nebraska	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Nevada	2015	1	0	0	0	0	0	1
	2016	1	1	0	0	0	0	2
	2017	2	0	0	0	0	0	2
New Jersey	2015	0	1	0	0	0	0	1
	2016	0	0	0	0	0	0	1
	2017	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
New York	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
North Carolina	2015	2	0	0	0	0	0	2
	2016	2	1	0	0	0	0	3
	2017	3	0	0	0	0	0	3
Ohio	2015	1	0	0	0	0	0	1
	2016	1	1	0	0	0	0	2
	2017	2	1	0	0	0	0	3
Oregon	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
Pennsylvania	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
South Carolina	2015	1	0	0	0	0	1*	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
Tennessee	2015	2	1	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	1	0	0	0	1*	3
Texas	2015	8	2	0	0	0	0	10
	2016	10	2	0	0	0	0	12
	2017	12	6	0	0	0	0	18
Totals	2015	57	7	1	0	0	1*	63
	2016	63	7	0	0	0	2*	69
	2017	69	12	0	0	0	1*	81

* Denotes a store relocated into another state

Table No. 4

Status of Company-Owned Outlets
For Years 2015 - 2017

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Florida	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
Totals	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0

Table No. 5

Projected Openings as of
December 31, 2017

State	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
Arizona	0	1	0
Arkansas	0	0	0
California	1	1	0
Colorado	1	2	0
Florida	2	2	0
Georgia	0	1	0
Illinois	0	0	0
Louisiana	0	1	0
Maryland	0	0	0
Massachusetts	0	1	0
Michigan	1	1	0
Minnesota	0	1	0

State	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
Missouri	0	1	0
New Jersey	0	1	0
New York	0	1	0
Nevada	0	1	0
North Carolina	0	1	0
Ohio	1	1	0
South Carolina	0	1	0
Texas	5	3	0
Utah	0	1	0
Virginia	0	1	0
Total	11	23	0

The names, addresses and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit C. The name and last known address and telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recent completed fiscal year or who has not communicated with us within 10 weeks of the Issuance Date of this Franchise Disclosure Document is listed in Exhibit C attached to this Franchise Disclosure Document.

In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with the Big Frog Franchise. You may wish to speak with current and former franchisees, but be aware that not all such franchisees can communicate with you. During the last three fiscal years, no current and former franchisees have signed confidentiality clauses restricting their ability to speak openly about their experiences with us. If you buy a Store, your contact information may be disclosed to other buyers when you leave the franchise system. As of the date of this Franchise Disclosure Document, no franchisee has entered into such agreement during the last three (3) years.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark-specific franchise organizations.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit B are our audited financials as of December 31, 2017; December 31, 2016 and December 31, 2015. Our fiscal year ends December 31.

ITEM 22
CONTRACTS

The following exhibits contain proposed agreements regarding the Big Frog Franchise:

Exhibits:

Exhibit A	Franchise Agreement
Exhibit F	Contracts for use with the Big Frog Franchise
Exhibit G	Franchise Disclosure Questionnaire
Exhibit H	State Addenda and Agreement Riders

ITEM 23
RECEIPTS

The last pages of this Franchise Disclosure Document in Exhibit I are detachable, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging you received this Franchise Disclosure Document. Please keep the second copy for your records.

EXHIBIT A

FRANCHISE AGREEMENT

BIG FROG CUSTOM T-SHIRTS, INC.
FRANCHISE AGREEMENT

Franchise #: ______________________________

Franchise Owner: ______________________________

Date: ______________________________

Franchise Location: ______________________________

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BIG FROG CUSTOM T-SHIRTS, INC.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "**Agreement**") is made and entered into by and between **BIG FROG CUSTOM T-SHIRTS, INC.,** a Florida corporation, with its principal business address at 533 Main St., Dunedin, FL 34698 ("**we**", "**us**", "**our**" or "**Franchisor**"), and the "**Franchise Owner**" identified in the signature block of this Agreement ("**you**", "**your**" or "**Franchisee**") effective as of the "**Effective Date**" identified in Attachment A of this Agreement.

1. **INTRODUCTION**.

1.1 The Big Frog Custom T-Shirt System. We and our affiliates have expended considerable time and effort in developing full service retail printing businesses specializing in printed apparel and specialty products ("Big Frog Stores"). Big Frog Stores operate under the Marks (defined below) and under distinctive business formats, methods, procedures, designs, layouts, signs, equipment, trade dress, standards, and specifications, all of which we may improve, further develop, or otherwise periodically modify (collectively, the "System").

We use, promote, and license certain trademarks, service marks, and other commercial symbols in the operation of Big Frog Stores, including the trade name, trademarks, and service marks "Big Frog®" and "Big Frog Custom T-Shirts & More®" along with other associated design marks and logos, designs, artwork, and trade dress, which have gained and continue to gain public acceptance and goodwill, and we may create, use, and license additional trademarks, service marks, and commercial symbols in conjunction with the operation of Big Frog Stores (collectively, the "Marks"). We grant to persons who meet our qualifications and are willing to undertake the investment and effort, a franchise to own and operate a Big Frog Store offering the products and services we authorize and approve utilizing the System. You have applied for a franchise to own and operate a Big Frog Store.

1.2 Acknowledgments. You acknowledge and agree that:

(a) you have read this Agreement and our franchise disclosure document ("Disclosure Document");

(b) you understand and accept the terms, conditions, and covenants contained in this Agreement as being reasonably necessary to maintain our high standards of quality and service, the uniformity of those standards at each Big Frog Store, and to protect and preserve the goodwill of the Marks;

(c) you have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that, like any other business, the nature of the business conducted by a Big Frog Store may and probably will evolve and change over time;

(d) an investment in a Big Frog Store involves business risks, including the loss of all or part of your investment, and that your business abilities and efforts are vital to the success of the venture;

(e) any information you acquire from other Big Frog Store franchisees relating to their sales, profits or cash flows does not constitute information obtained from us, nor do we make any representation as to the accuracy of any such information;

(f) in all of their dealings with you our officers, directors, employees, and agents act only in a representative and not in an individual capacity. All business dealings between you and such persons as a result of this Agreement are solely between you and us;

(g) you have had the opportunity to have this Agreement reviewed and explained to you by an attorney;

(h) we have provided to you a copy of our Disclosure Document at least 14 calendar days prior to the execution of the Agreement or our receipt of any consideration from you; and

(i) we maintain a staff to manage and operate the Franchise System and that staff members can change as employees come and go. You acknowledge you did not sign this Agreement in reliance on the continued participation by or employment of any of our shareholders, directors, officers, or employees. We may change our ownership or form and/or assign this Agreement and any other agreement to a third party without restriction. After our assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, we no longer will have any performance or other obligations under this Agreement.

1.3 Representations. You represent to us, as an inducement to our entry into this Agreement, that all statements you have made and all materials you have submitted to us in connection with your purchase of the franchise are accurate and complete, and that you have made no misrepresentations or material omissions in obtaining the franchise. We have approved your request to purchase a franchise partially in reliance on all of your representations.

1.4 No Warranties. We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, sales, profits, or success of the business venture contemplated by this Agreement or the extent to which we will continue to develop and expand the network of Big Frog Stores. You acknowledge and understand the following:

(a) any statement regarding the potential or probable revenues, sales, or profits of the business venture are made solely in the Disclosure Document delivered to you prior to signing this Agreement;

(b) any statement regarding the potential or probable revenues, sales, or profits of the business venture, or statistical information regarding any existing Big Frog Store owned by us or our affiliates, or that is not contained in our Disclosure Document is unauthorized, unwarranted, and unreliable and should be reported to us immediately; and

(c) you have not received or relied on any representations about us, our franchising program, policies made by us, or about our officers, directors, employees, and agents that are contrary to the statements made in our Disclosure Document or to the terms of this Agreement. If there are any exceptions to any of the foregoing you agree to: (i) immediately notify our Chief Executive Officer; and (ii) note such exceptions by attaching a statement of exceptions to this Agreement prior to signing it.

1.5 Business Organization. The key to success of the Big Frog Store is the day-to-day active management and operation of the Big Frog Store by individuals with a direct economic stake in its success. We recommend a principal owner ("Principal Owner") be active in its management and active in the trade area to build the relationships needed to grow and sustain the business. If you are at any time a business organization ("Business Entity") (like a corporation, limited liability company, or partnership) you agree and represent that:

(a) you have the authority to execute, deliver, and perform your obligations under this Agreement, are duly organized or formed, and are validly existing in good standing under the laws of the state of your incorporation or formation;

(b) to the extent that no conflict with or violation of the Internal Revenue Code or other applicable law would result, your organizational or governing documents will recite that the issuance and transfer of any ownership interests by you are restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to the restrictions of this Agreement;

(c) the Principal Owner's Statement attached hereto as Attachment B completely and accurately describes all of your owners and their interests in you. A copy of our current form of Principal Owners Statement is attached to the Disclosure Document;

(d) you and your owners agree to revise the Principal Owners Statement as may be necessary to reflect any ownership changes within fifteen (15) business days of such changes and to furnish such other information about your organization or formation as we may request;

(e) a Principal Owner (or the Principal Owner designated as the Principal Manager if more than one) of the Business Entity should: (i) have a sufficient amount of experience to be able to demonstrate to us that he is capable of overseeing a Big Frog Store; (ii) have management responsibility or authority over the Big Frog Store on a day-to-day basis; (iii) be bound by our then-current form of confidentiality agreement ("Confidentiality Agreement") as attached to the Disclosure Document (or other form satisfactory to us); and (iv) satisfactorily complete our training program ("Training Program") (defined below) and any other training programs we request during the term.

(f) each of your owners during the term of this Agreement will sign and deliver to us our standard form of Principal Owner's Guaranty undertaking attached hereto as Attachment C to be personally bound jointly and severally by all provisions of this Agreement and any other agreements between you and us, and

(g) at our request, you will furnish true and correct copies of all documents and contracts governing the rights, obligations, and powers of your owners and agents (like articles of incorporation or organization. and partnership, operating or shareholder agreements) within five (5) days of such request.

2. GRANT AND TERM.

2.1 Term. This Agreement is effective on the Effective Date and expires ten years later, unless terminated sooner under Section 16.

2.2 Grant. Subject to the terms of and upon the conditions contained in this Agreement, we grant you a franchise (the "Franchise") to: (a) operate a Big Frog Store at the Site (defined below), and at no other location (temporary or permanent); (b) use the Marks solely in connection with operating the Big Frog Store; and (c) use the System in the Big Frog Store's operation. As long as you are in compliance with this Agreement, we will not grant a Franchise to anyone else to operate, or ourselves operate, a Big Frog Store within the Designated Territory (defined below).

2.3 Performance. You agree that you will at all times faithfully, honestly, and diligently perform your obligations, continuously exert your best efforts to promote and enhance the Big Frog Store, and not engage in any other business or activity that conflicts with your obligations to operate the Big Frog Store in compliance with this Agreement. You may not operate the Big Frog Store from any location other than the Site without our prior written consent. At all times, either you or one of your Principal Owners must meet our qualifications for Big Frog Store managers and oversee the direct operation of the Big Frog Store.

2.4 Rights We Reserve. Notwithstanding any of the foregoing, we (and our affiliates) retain the right in our sole discretion to:

(a) establish and grant to other franchisees the right to establish Big Frog Stores anywhere outside the Designated Territory on such terms and conditions as we deem appropriate (even immediately outside the border of the Designated Territory), but not within the Designated Territory of the Big Frog Store you open and continue to operate under this Agreement;

(b) operate, and grant franchises to others to operate businesses or provide other services, whether inside or outside the Designated Territory, that do not use any of the Marks; and

(c) purchase, merge, acquire, be acquired by, or affiliate with an existing competitive or non-competitive franchise, non-franchise network, chain, or any other business regardless of the location of that other business' facilities, and that following such activity we may operate, franchise or license those other businesses and/or facilities under any names or marks other than, while this Agreement is in effect, the Marks, regardless of the location of these businesses and/or facilities, which may be within the Designated Territory or immediately outside its border.

3. RENEWAL TERM.

3.1 Your Right to Acquire a Renewal Franchise. This Agreement expires 10 years from the Effective Date. Upon expiration, if you (and each of your owners) have substantially complied with this Agreement during its term, and provided that:

(a) you maintain possession of and agree to remodel and/or expand the Big Frog Store, add or replace improvements, equipment and signs and otherwise modify the Big Frog Store as we require to bring it into compliance with specifications and standards then applicable for Big Frog Stores, or

(b) if you are unable to maintain possession of the Site, or if in our judgment the Big Frog Store should be relocated, you secure substitute premises we approve, develop such premises in compliance with specifications and standards then applicable for Big Frog Stores, and continue to operate the Big Frog Store at the Site until operations are transferred to the substitute premises. Then, subject to the terms and conditions set forth in this Section 3, you will have the right to acquire a renewal franchise to operate the Big Frog Store as a Big Frog Store (a "Renewal Franchise"), for an additional 10-year period on the terms and conditions of the franchise agreement we are then using in granting new franchises for Big Frog Stores, which may contain materially different terms and conditions than this Agreement.

3.2 Grant of a Renewal Franchise.

(a) Your Election: You agree to give us written notice of your election to acquire a Renewal Franchise during the first 90 days of the 10th year of the term of this Agreement. We agree to give you written notice ("Response Notice"), not more than 90 days after we receive your notice, of our decision:

(i) to grant you a Renewal Franchise;

(ii) to grant you a Renewal Franchise on the condition that deficiencies of the Big Frog Store, or in your operation of the Big Frog Store, are corrected; or

(iii) not to grant you a Renewal Franchise based on our determination that you and your owners have not substantially complied with this Agreement during its term.

(b) Response Notice: If applicable, our Response Notice will:

(i) describe the remodeling and/or expansion of the Big Frog Store and other improvements or modifications required to bring the Big Frog Store into compliance with then applicable specifications and standards for Big Frog Stores; and

(ii) state the actions you have to take to correct operating deficiencies and the time period in which such deficiencies must be corrected.

If we elect not to grant a Renewal Franchise, the Response Notice will describe the reasons for our decision. Your right to acquire a Renewal Franchise is subject to your full compliance with all of the terms and conditions of this Agreement through the date of its expiration, in addition to your compliance with the obligations described in the Response Notice.

(c) Deficiencies: If our Notice states that you must cure certain deficiencies of the Big Frog Store or its operation as a condition to the grant of a Renewal Franchise, we will give you written notice of a decision not to grant a Renewal Franchise unless you cure such deficiencies not less than 90 days prior to the expiration of this Agreement. However, we will not be required to give you such notice if we decide not to grant you a Renewal Franchise due to your breach of this Agreement during the 90 day period prior to its expiration. If we fail to give you:

(i) notice of deficiencies in the Big Frog Store, or in your operation of the Big Frog Store, within 90 days after we receive your timely election to acquire a Renewal Franchise; or

(ii) notice of our decision not to grant a Renewal Franchise at least 90 days prior to the expiration of this Agreement, if such notice is required;

we may extend the term of this Agreement for such period of time as is necessary in order to provide you with either reasonable time to correct deficiencies or 90 days' notice of our refusal to grant a Renewal Franchise.

3.3 Agreements/Releases. If you satisfy all of the other conditions to the grant of a Renewal Franchise, you and your owners agree to execute the form of franchise agreement and any ancillary agreements we are then customarily using in connection with the grant of Renewal Franchises for Big Frog Stores. You and your owners further agree to execute general releases, in the form attached to the Disclosure Document, of any and all claims against us and our shareholders, officers, directors, employees, agents, successors and assigns. Failure by you or your owners to sign such agreements and releases and deliver them to us for acceptance and execution within 60 days after their delivery to you will be deemed an election not to acquire a Renewal Franchise.

3.4 Training Program. Our grant of a Renewal Franchise is also conditioned on the satisfactory completion by you (or a Principal Owner or designated manager of yours approved by us) of any new training and refresher programs as we may reasonably require. You are responsible for travel, living, and compensation costs of attendees.

3.5 Fees and Expenses. Our grant of a Renewal Franchise is contingent on your payment to us of a Successor Franchise Fee ("Renewal Fee") of $6,000. We must receive the Renewal Fee from you when you sign the Renewal Agreement.

4. SITE SELECTION AND DEVELOPMENT.

4.1 Site/Designated Territory. You have applied for a franchise to own and operate a Big Frog Store only at a location we have approved (the "Site"). Following the Agreement Date, you must identify, submit to us for approval, and obtain our approval of the Site. During this period we will not ourselves, nor grant a franchise to someone else to, open and operate a Big Frog Store at a fixed location inside the Designated Territory (defined below):

(a) Site Identification: Following the Agreement Date, you must identify your proposed Site and submit it to us for our approval. If we notify you that we will not approve that proposed Site, you must, within the next 30 days of our notice rejecting that proposed Site, identify and submit to us an alternative proposed Site, for our review and approval within the Site Selection Area.

(b) Site Approval: Once you have identified the Site and we have approved it in writing, and the lease has been reviewed and is acceptable to us, we will complete Attachment A and provide it to you.

(c) Designated Territory - Standard Store: Upon our written approval of the Site and lease, we will designate the "Designated Territory" which will consist of a geographic area around the premises of the Site of your Big Frog Standard Store and will be agreed upon by us and the franchisee. The Designated Territory is generally an area that will contain approximately 150,000 people but may be smaller or larger, in our sole discretion, depending on population density, demographics, market trends and traffic flows. After our approval of the Site and the lease has been reviewed and is acceptable to us, we will amend Attachment A to include both the Site and the Designated Territory and send a copy to you.

(d) Designated Territory - Express Store: Upon our written approval of the Site and lease, we will designate the "Designated Territory" which may consist of solely the premises of the self-contained Site of your Big Frog Express Store. The Designated Territory may be smaller or larger, in our sole discretion, depending on population density, demographics, market trends and traffic flows. After our approval of the Site and the lease has been reviewed and is acceptable to us, we will amend Attachment A to include both the Site and the Designated Territory and send a copy to you.

4.2 Site Evaluation. Each proposed Site must be evaluated by us or by a professional site analyst that we have approved. The Site must meet our criteria including demographic characteristics, traffic patterns, parking, character of neighborhood, competition from and proximity to other businesses and other Big Frog Stores, the nature of other businesses in proximity to the site and other commercial characteristics, and the size, appearance, and other physical characteristics of the proposed site. Your Standard Franchise Site should be about 1,200 square feet of interior space with HVAC, lighting fixtures, electrical outlets, and telephone wiring installed, and must have parking spaces for your employees and at least 4 customers. We will approve or disapprove a Site you propose for a Big Frog Store within 20 days. We may rely entirely on the site analysis in doing so. You acknowledge and agree that:

(a) our recommendation or approval of the Site or the Designated Territory does not imply, guaranty, assure, warrant, or predict profitability or success, express or implied;

(b) our recommendation or approval of the Site indicates only that we believe that the Site and the Designated Territory fall within the acceptable demographic and other criteria for site selection areas, sites, and premises or designated territories that we have established as of the time of our recommendation or approval of the Site or Designated Territory;

(c) application of criteria that have appeared effective with respect to other sites and premises may not accurately reflect the potential for all sites and premises, and, after our approval of a site, demographic, and/or other factors included in or excluded from our criteria, such criteria could change to alter the potential of a site and premises; and

(d) the uncertainty and instability of such criteria are beyond our control, and we will not be responsible for the failure of a Big Frog Store to meet expectations as to potential revenue or operational criteria based upon our recommendation or approval of the Site or Designated Territory.

4.3 Lease of Site.

(a) Lease of Site: You agree to deliver copies of the proposed lease agreement and related documents to us prior to signing them. You agree not to sign any lease agreement or related documents (or any renewal of it) unless we have previously approved them. Our approval, which will not be unreasonably withheld, will be limited to ensuring that the lease is consistent with this Agreement. If we approve the lease, you agree to deliver a copy of the signed lease to us within five (5) days of its execution.

(b) No Warranty: You acknowledge that our approval of the lease for the Site does not constitute a guarantee or warranty, express or implied, of the successful operation or profitability of a Big Frog Store operated at the Site. Such approval indicates only that we believe that the Site and the terms of the lease fall within the acceptable criteria we have established as of the time of our approval. You further acknowledge that we have advised you to have an attorney review and evaluate the lease.

4.4 Ownership and Financing. Instead of leasing a Site, you may propose to purchase, construct, own, and operate a Big Frog Store on real property owned by you or through affiliates. You will meet certain conditions if you or your affiliates own a Site or at any time, prior or subsequent to acquisition, you or your affiliates propose to obtain any financing with respect to the Site or for your Big Frog Store or for any Operating Assets (defined below) in which any of such items are pledged as collateral securing your performance. The form of any purchase contract with the seller of a Site and any related documents, and the form of any loan agreement with or mortgage in favor of any lender and any related documents, must be approved by us before you sign them.

4.5 Relocation of Your Big Frog Store. Typically, we will not permit you to relocate your Big Frog Store. However, we may in certain circumstances permit you to relocate your Big Frog Store under the following conditions:

(a) Prior to relocation, you submit your request in writing to us, outlining your reasons for the proposed relocation.

(b) You must not be in default of the terms of your Agreement.

(c) We will evaluate your request with respect to the proximity of your proposed location to other retail printing and apparel stores (both Big Frog Stores and competitors) as well as demographic information.

5. BIG FROG STORE DEVELOPMENT, DECOR AND OPERATING ASSETS.

5.1 Big Frog Store Development. You are responsible for developing the Big Frog Store. Within 30 days of your signing the approved lease or location purchase, we will furnish you with access to prototype design plans, specifications, decor and layout (which may include: (a) prototypical layout plans and (b) requirements for design, color scheme, image, interior, layout, Operating Assets (which include fixtures, equipment, signs, and furnishings), including any required suppliers, for the Big Frog Store. You are obligated to have prepared all required construction plans and specifications to suit the shape and dimensions of the Site and to ensure that such plans and specifications comply with applicable ordinances, building codes and permit requirements and with lease requirements and restrictions. We may require that an architect designated by us oversee the finished plans before construction begins. At your request, to the extent we deem necessary, we will assist you in developing the Big Frog Store by furnishing information to assist you in developing the Big Frog Store in accordance with our specifications.

5.2 Development Expenses. You agree, at your own expense, to do the following with respect to developing the Big Frog Store at the Site:

(a) as necessary, have complete and detailed construction drawings approved by an architect (both the drawings and your architect are subject to our approval);

(b) secure all financing required to develop and operate the Big Frog Store;

(c) obtain all building, utility, sign, health, sanitation, business, and other permits and licenses required to construct and operate the Big Frog Store and pay all assessed impact fees;

(d) construct all required improvements to the Site and decorate the Big Frog Store in compliance with the plans and specifications we have approved;

(e) purchase or lease and install all Operating Assets required for the Big Frog Store; and

(f) purchase an opening inventory of authorized and approved products, materials and supplies.

5.3 Decor. You agree that all decor of your Big Frog Store must be previously approved by us and must comply with our standards as described in the confidential operations manual (the "Confidential Operations Manual" or "Manuals"), which may be periodically revised. Your failure to maintain the Big Frog Store's decor in compliance with our System and the standards described in the Confidential Operations Manual constitutes a material breach of this Agreement.

5.4 Operating Assets and Big Frog Store Materials. You agree to only acquire services, supplies, materials, and services for use in connection with your Big Frog Store (collectively, the "Big Frog Store Materials") and all fixtures, furnishings, equipment, signs, and electronic or computerized devices and services (including telecopiers, cash registers, computers, e-mail, ISP, intranet and internet services, hardware and software) (the "Operating Assets") from suppliers we approve which comply with our mandatory and suggested specifications, standards, operating procedures, and rules ("System Standards") or from suppliers we have previously approved. We will only approve suppliers whose Big Frog Store Materials and Operating Assets meet the quality standards that we periodically establish. You agree to place or display at the Site (interior and exterior) only such signs, emblems, lettering, logos, and display materials that we periodically approve. We may require that you purchase or lease Operating Assets and Big Frog Store Materials through any form of a "business to business," e-commerce, Intranet, or Internet supply network that we may designate, establish, or participate in periodically. You must use the equipment that we approve. You must obtain the printer, ink, and heat press from us. We may concentrate purchases with one or more suppliers or distributors to obtain lower prices or the best advertising support or services. Approval of a supplier or distributor may be conditioned on requirements relating to product quality, prices, consistency, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service, including prompt attention to complaints, or other criteria and may be temporary, pending our continued evaluation of the supplier or distributor periodically. You acknowledge and agree that we and/or our affiliates may derive revenue based on your purchases and leases (including, without limitation, from charging you for services and products we or our affiliates provide to you and from payments made to us or our affiliates by suppliers we designate or approve for some or all of our franchisees.)

5.5 Changes to Approved Suppliers. If you want to propose a new supplier of Big Frog Store Materials or Operating Assets, you agree to submit to us sufficient written information about the proposed new supplier to enable us to approve or reject either the supplier or the particular item and to be responsible for any expenses incurred in the process by us or you. We anticipate it will take 30 days from receipt of the information to approve or reject the proposed new supplier or items. We may consider in providing such approval not just the quality standards of the products or services, but their delivery capabilities, financing terms and ability to service our franchise system as a whole. We may terminate or withhold approval of any Big Frog Store Materials or Operating Assets, or any supplier of such item that does not meet our quality standards by giving you written notice. If we do so, you agree immediately to stop purchasing from such supplier or using such Big Frog Store Materials or Operating Assets in your Big Frog Store until we notify you that such supplier or such Big Frog Store Materials or Operating Assets meet our quality standards. At our request, you agree to submit to us sufficient information about a proposed supplier and samples of the proposed Big Frog Store Materials or Operating Assets for our examination so that we can determine whether they meet our quality standards. We also have the right to require our representatives to be permitted to inspect the proposed supplier's facilities at your expense.

5.6 Big Frog Store Opening. You agree not to open the Big Frog Store for business until:

(a) we approve in writing the Big Frog Store is developed in accordance with our specifications and standards;

(b) pre-opening training of you and your personnel as necessary has been completed to our satisfaction (as described in Section 7 below);

(c) the Initial Franchise Fee and all other amounts then due to us have been paid;

(d) we have been furnished with copies of all insurance policies required by this Agreement, or such other evidence of insurance coverage and payment of premiums as we request or accept;

(e) we have received signed counterparts of all required documents pertaining to your acquisition of the Site;

(f) if you are a Business Entity, we have received your Articles of Incorporation, Partnership Agreements and/or other organizational documents; and

(g) all pre-opening marketing requirements have been completed to our satisfaction, of which we will indicate our approval in writing.

5.7 Opening Marketing Initiatives. You agree to complete all pre-opening marketing initiatives as described in the Confidential Operations Manual. (See Section 12.2 below)

6. FEES.

6.1 Initial Franchise Fee

(a) Standard Store Initial Franchise Fee. You agree to pay us a nonrecurring and nonrefundable initial franchise fee (the "Initial Franchise Fee") in the amount of $39,500 payable on the Agreement Date. The Initial Franchise Fee is nonrefundable and is fully earned by us when paid, except if we withdraw our approval prior to commencement of the term of this Agreement, in which event, you shall be entitled to a refund of seventy-five percent (75%) of the Initial Franchise Fee. If you wish to purchase multiple Big Frog Stores, and provided you receive our approval, the franchise fee for each additional Big Frog Store after your first, is $22,650.

(b) Express Store Initial Franchise Fee. You agree to pay us a nonrecurring and nonrefundable initial franchise fee (the "Express Initial Franchise Fee") in the amount of $13,500 payable on the Agreement Date. The Expres Initial Franchise Fee is nonrefundable and is fully earned by us when paid, except if we withdraw our approval prior to commencement of the term of this Agreement, in which event, you shall be entitled to a refund of seventy-five percent (75%) of the Express Initial Franchise Fee.

6.2 Royalty. Franchisee shall pay to Franchisor a monthly royalty fee ("Royalty") of six percent (6%) of Gross Sales starting as soon as you begin operating as a Big Frog franchisee. After your first six months of operation of your Big Frog Store, you will pay the greater of $1,200 per month or six percent (6%) of Gross Sales.

6.3 Payment Procedure. You must maintain a bank account (the "Account") which is the sole depository for Gross Sales proceeds and all other funds received from the operation of your Big Frog Store. Failure to do so is considered a default under the Agreement. You may not change or close the Account before getting our approval. We will designate the day of each month or week (the "Payment Day"), currently the 10th, for the Royalty payment or payment of other amounts due us under this Agreement. We may designate different Payment Days for different amounts due us under this Agreement (e.g. Royalty, Marketing Fee contributions, etc.). You agree to comply with the procedures we specify in our Confidential Operations Manual and perform such acts and sign and deliver such documents as may be necessary to accomplish payment. We have the right to periodically specify (in the Confidential Operations Manual or otherwise in writing) different payees and/or payment methods, such as, but not limited to, weekly or monthly payment, payment by auto-draft, electronic funds transfer, credit card and payment by check. If you make any payment to us by credit card for any fee or required payment, we may charge a service charge of 4% of the total charge.

6.4 Definition of "Gross Sales". As used in this Agreement, the term "Gross Sales" means the total selling price of all services and merchandise sold at or from your Big Frog Store, including the full retail value of any gift certificate or coupon sold for use at the Big Frog Store (fees retained by or paid to third party sellers of such gift certificates or coupons are not excluded from this calculation) and all income of every other kind and nature related to the Big Frog Store operation, whether for cash or credit and regardless of collection in the case of credit. Gross Sales do not include:

1. the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount of any such tax is shown separately and in fact paid by Franchisee to the appropriate governmental authority; and

2. all customer refunds, valid discounts and coupons, and credits made by the Big Frog Store (exclusions will not include any reductions for credit card user fees).

Gross Sales shall be deemed received by Franchisee at the time the services or products from which they were derived, are delivered or rendered, or at the time the relevant sale takes place, whichever occurs first, regardless of whether final payment (e.g., collection on a customer's personal check) actually has been received by Franchisee. Gross Sales consisting of products or services shall be valued at the retail prices applicable and in effect at the time that they are received.

6.5 Interest on Late Payments. All amounts which you owe us will bear interest after their due date at the annual rate of eighteen percent (18%) or the highest contract rate of interest permitted by law, whichever is less. You acknowledge that we do not agree to accept any payments after they are due nor commit to extend credit to, or otherwise finance your operation of the Big Frog Store. Your failure to pay all amounts when due constitutes grounds for termination of this Agreement, as provided in Section 16 of this Agreement.

6.6 Late Payment Penalties. All Royalties, marketing fees, and any interest accrued thereon, and any other amounts which you owe us, or our affiliates, are subject to a late payment fee of 10% of the amount due. The late payment fee is due immediately on any delinquent payments. The provision in this Agreement concerning late payment fees survives termination or expiration of this Agreement and does not mean that we accept or condone late payments, nor does it indicate that we are willing to extend credit to, or otherwise finance the operation of, your Big Frog Store. If any check or electronic fund transfer payment from you to us does not successfully convey funds due to insufficient funds, stop payment instructions, or any similar event, you shall pay, upon demand, a non-sufficient funds fee of one hundred dollars ($100) per incidence.

6.7 Application of Payments. Notwithstanding any designation you might make, we have sole discretion to apply any of your payments to any of your past due indebtedness to us. You acknowledge and agree that we have the right to set off any amounts you or your owners owe us against any amounts we might owe you or your owners under this Agreement.

6.8 Payment Offsets. We may set off from any amounts that we may owe you any amount that you owe to us, or our affiliates, for any reason whatsoever, including without limitation, Royalties, marketing fees, late payment penalties and late payment interest, amounts owed to us or our affiliates for purchases or services, or for any other reason. Thus, payments that we make to you may be reduced, in our discretion, by amounts that you owe to us or our affiliates periodically. In particular, we may retain (or direct to our affiliates) any amounts that we have received for your account as a credit and payment against any amounts that you may owe to us or our affiliates at any time. We will notify you monthly if we do so.

6.9 Discontinuance of Service. If you do not timely pay amounts due us under this Agreement, we may discontinue any services to you without limiting any of our other rights in this Agreement.

6.10 Technology Fee. You are required to utilize our proprietary software for the operation of your Big Frog Store. You will be required to pay monthly fees which are up to $237 per month. This fee covers the use of the proprietary software, online learning platform and website hosting fees, etc. We reserve the right to increase this fee in the event we offer updated or additional software or technology for use in the Big Frog Store. This fee may increase pending additional products and/or services.

7. TRAINING AND ASSISTANCE.

7.1 Training. Before the Big Frog Store opens, we or our designee will furnish the training program ("Training Program") to you (or, if you are a Business Entity, your designated principal owner) (the "Principal Owner") and any designated manager. You, the Principal Owner and/or designated manager of the Big Frog Store must successfully and fully complete the Training Program conducted at our Training Facilities located in Dunedin, Florida. Successful completion of all training requirements described in this Section is a condition to the opening of the Big Frog Store. Although we, or our designee, will furnish the Training Program to the Principal Owner, and one other individual, at no additional fee or other charge, you will be responsible for all travel and living expenses which they incur in connection with the training. You must pay us a fee in the amount of $1,500 for each replacement Trainee trained by us, or our designee, or each person provided the Training Program by us, or our designee, other than the initial trainees.

7.2 Store Opening Assistance. We, or our designee, will provide, by telephone or in person as we determine, supervision and assistance prior to the opening of your Big Frog Store and immediately following the opening date of your Big Frog Store (the "Store Opening Assistance"), and will telephone you each week, as necessary, for the first 10 weeks after you open your Big Frog Store to discuss operations.

7.3 Ongoing Assistance. We will provide continuing advisory assistance to you in the operation, advertising, merchandising, display, promotion and public relations technique of the Big Frog Store as we deem necessary. We, or our designee, may also provide additional or refresher training programs for you and your employees as we deem appropriate. We may provide you, periodically, with advice and written materials concerning techniques of managing and operating the Big Frog Store.

7.4 Additional Training. If, at any time after the Big Frog Store opens, you hire additional management personnel or replace one or more of your Principal Owners, you must ensure that such new employees are satisfactorily trained at your expense within ninety (90) days of appointment. If any of your attendees are unable to complete the Training Program to our satisfaction, we may terminate this Agreement without refunding your Initial Franchise Fee.

7.5 General Guidance. We may advise you periodically regarding the operation of the Big Frog Store based on reports you submit to us or inspections we may make. In addition, we will furnish guidance to you with respect to:

(a) standards, specifications and operating procedures, and methods utilized by Big Frog Stores;

(b) purchasing required fixtures, furnishings, equipment, signs, products, materials, and supplies;

(c) use of suppliers, approved products, and volume buying;

(d) advertising and marketing programs;

(e) employee training; and

(f) administrative, bookkeeping, and accounting procedures.

Such guidance will, at our discretion, be furnished in our Confidential Operations Manual, bulletins or other written materials, and/or during telephone consultations.

At your request and at our option, we may furnish additional guidance and assistance. If your requests for additional or special training and guidance are, in our opinion, excessive we may charge you a fee to cover expenses that we incur in connection with such training or guidance, including a $500 Per Diem fee per trainer plus travel and living expenses for our personnel. We intend to hold an annual conference and will provide you with information relating to the conference and permit you to attend. We anticipate there will be a fee, not to exceed $1,500 per person, for you and one other person to attend the conference, and you must pay all travel and living expenses. We reserve the right to charge this fee whether you attend or not to defray our costs of conducting the convention.

8. MARKS.

8.1 Ownership and Goodwill of Marks. Your right to use the Marks is derived solely from this Agreement and limited to your operation of the Big Frog Store at the Site pursuant to and in compliance with this Agreement and all System Standards we periodically prescribe during its term. Your unauthorized use of the Marks will be a breach of this Agreement and an infringement of our rights in and to the Marks. You acknowledge and agree that your usage of the Marks and any goodwill established by such use will be exclusively for our benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate the Big Frog Store in compliance with this Agreement). All provisions of this Agreement apply to any additional proprietary trade and service marks and commercial symbols we authorize you to use.

8.2 Limitations on Your Use of Marks. You agree to use the Marks as the sole identification of the Big Frog Store, except that you agree to identify yourself as the independent owner in the manner we prescribe in the Confidential Operations Manual or otherwise. We may place a conspicuous notice at a place we designate in your Big Frog Store identifying you as its independent owner and operator. You agree not to remove, destroy, cover or alter that notice without our prior consent. If you do not do so, we may accomplish the notice or identification as we see fit, and you agree to reimburse us for doing so. You may not use any Mark as part of any corporate or legal business name, in any domain name or otherwise in connection with a website, or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we license to you), or in any modified form, nor may you use any Mark in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing. You may not use any Mark in advertising the transfer, sale, or other disposition of the Big Frog Store or an ownership interest in you. You agree to display the Marks prominently in the manner we prescribe at the Big Frog Store, on supplies or materials we designate, and in connection with forms and advertising and marketing materials. You agree to give such notices of trade and service mark registrations as we specify and to obtain any fictitious or assumed name registrations required under applicable law.

8.3 Notification of Infringements and Claims. You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and you agree not to communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We have sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, U.S. Patent and Trademark Office proceeding, or any other administrative proceeding arising out of any such infringement, challenge, or claim, or otherwise relating to any Mark. You agree to sign any and all instruments and documents, render such assistance and do such acts and things as, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or Patent and Trade mark Office or other proceeding or otherwise to protect and maintain our interests in the Marks.

8.4 Discontinuance of Use of Marks. If we deem it advisable at any time, in our sole control, for us and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trade or service marks, you agree to comply with our directions within a reasonable time after receiving notice. We will not be obligated to reimburse you for any direct or indirect loss, including loss of revenue attributable to any modified or discontinued Mark, or for any expenditure you make to promote a modified or substitute trademark or service mark.

8.5 Signage. Signage must comply with all state and local laws and ordinances and the lease. If you employ any signage that does not comply with this Agreement, you will be in material breach of this Agreement. The signage must also incorporate the specific letter style, curvature and trademark associated with the "Big Frog Custom T-Shirts & More®" logo. You must not use a sign that deviates from the standard logo unless and until you have submitted a request for such deviation to us in writing with drawings and we have approved such deviation in writing. We may require you to display signage in your Big Frog Store regarding franchising available through us.

8.6 Photo/Video Release. You acknowledge and authorize us to use your likeness in a photograph in any and all of our publications, including printed and digital publications and on websites. You agree and understand that any photograph using your likeness will become our property and will not be returned. You agree and irrevocably authorize us to edit, alter, copy, exhibit, publish or distribute any photograph of you for any lawful purpose. You agree and waive any rights to royalties or any other compensation related to our use of any photograph of you. You agree to hold harmless and forever discharge us from all claims, demands, and causes of action which you may have in connection with this authorization.

9. CONFIDENTIAL INFORMATION.

9.1 Types of Confidential Information. We possess (and will continue to develop and acquire) certain confidential information (the "Confidential Information") relating to the development and operation of Big Frog Stores, which includes (without limitation):

(a) the System and the know-how related to its use;

(b) plans, specifications, size, and physical characteristics of Big Frog Stores;

(c) site selection criteria;

(d) sources, design, and methods of use of equipment, furniture, forms, materials, supplies, Websites, Internet, or Intranet;

(e) marketing, advertising, and promotional programs for Big Frog Stores;

(f) staffing and techniques for personal services;

(g) any computer software and related passwords we make available or recommend for Big Frog Stores;

(h) methods, techniques, formats, specifications, procedures, information and systems related to, and knowledge of and experience in the development, operation, advertising, marketing, and franchising of Big Frog Stores;

(i) knowledge of specifications for and identities of suppliers of certain products, materials, supplies, furniture, furnishings, and equipment; and

(j) knowledge of operating results and financial performance of Big Frog Stores other than those operated by you (or your affiliates).

9.2 Disclosure and Limitations on Use. We will disclose much of the Confidential Information to you and personnel of the Big Frog Store by furnishing the Confidential Operations Manuals to you and by providing training, guidance, and assistance to you. Throughout the term of this agreement and while you are operating the Big Frog Store, any improvements or additions to the System, patents, copyrights, recipes, website or any other documents or information pertaining to or relating to the System or the Big Frog Store, or any new trade names, trade and service marks, logos, or commercial symbols related to the Big Frog Store or any advertising and promotional ideas or inventions related to the Big Frog Store (collectively, the "Improvements") that you conceive or develop shall become our property. You agree to assign and do hereby assign to us, all right, title and interest in and to the Improvements, including the right to grant sublicenses to any such Improvement. You shall fully disclose the Improvements to us, without disclosure of the Improvements to others, and shall obtain our written approval prior to using such Improvements. Any such Improvement may be used by us and all other Big Frog Store franchisees without any obligation to you for royalties or other fees. We may, at our discretion, apply for and own copyrights, patents, trade names, trademarks and service marks relating to any such Improvement and you shall cooperate with us in securing such rights. We may also consider such Improvements as our property and trade secrets. In return, we shall authorize you to utilize any Improvement that may be developed by other franchisees and is authorized generally for use by other franchisees. All Improvements created by you or any other person or entity retained or employed by you are our property, and we shall be entitled to use and license others to use such Improvements unencumbered by moral rights. If any of the Improvements are copyrightable materials, they shall be works made for hire within the meaning of the United States Copyright Act and, to the extent the copyrighted materials are not works made for hire or rights in the copyrighted materials do not automatically accrue to us, you irrevocably assign and agree to assign to us, its successors and assigns, the entire right, title, and interest in perpetuity throughout the world in and to any and all rights, including all copyrights and related rights, in such copyrighted materials, which you and the author of such copyrighted materials warrant and represent as being created by and wholly original with the author. Where applicable, you agree to obtain any other assignments of rights in the Improvements from another person or entity necessary to ensure our right in the Improvements as required in this Section.

9.3 Confidentiality Obligations. You agree that your relationship with us does not vest in you any interest in the Confidential Information other than the right to use it in the development and operation of your Big Frog Store as we see fit, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. You acknowledge and agree that the Confidential Information is proprietary, includes trade secrets belonging to us, and is disclosed to you or authorized for your use solely on the condition that you agree, and you in fact do agree, that you:

(a) will not use the Confidential Information in any other business or capacity;

(b) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement;

(c) will not make unauthorized copies of any portion of the Confidential Information disclosed via electronic medium, in written form or in other tangible form, including, for example, the Confidential Operations Manual; and

(d) will adopt and implement all reasonable procedures we may periodically prescribe to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to your employees and the use of nondisclosure and noncompetition agreements we may prescribe for employees or others who have access to the Confidential Information.

9.4 Exceptions to Confidentiality. The restrictions on your disclosure and use of the Confidential Information will not apply to the following:

(a) disclosure or use of information, processes, or techniques that are generally known and used in the Big Frog Store business (as long as the availability is not because of a disclosure by you), provided that you have first given us written notice of your intended disclosure and/or use; and

(b) disclosure of the Confidential Information in judicial or administrative proceedings when and only to the extent you are legally compelled to disclose it, provided that you have first given us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us that the information required to be disclosed will be treated confidentially.

10. EXCLUSIVE RELATIONSHIP.

You acknowledge and agree that we would be unable to protect Confidential Information against unauthorized use or disclosure or to encourage a free exchange of ideas and information among Big Frog Stores if franchised owners of Big Frog Stores are permitted to hold interests in or perform services for a Competitive Business (defined below). You also acknowledge that we have granted the Franchise to you in consideration of and reliance upon your agreement to deal exclusively with us. You agree that, during the term of this Agreement, neither you nor any of your owners (nor any of your or your owners' spouses or children) will:

(a) have any direct or indirect interest as an owner of record, whether beneficially or otherwise, in a Competitive Business, other than the Big Frog Store;

(b) have any direct or indirect controlling interest as an owner of record, whether beneficially or otherwise, in a Competitive Business, wherever located;

(c) perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business, wherever located; or

(d) recruit or hire any person who is our employee or the employee of any Big Frog Store without obtaining the prior written permission of that person's employer (failure to do so may result in financial sanctions payable to the offended party).

The term "Competitive Business" as used in this Agreement means any business or facility owning, operating or managing, or granting franchises or licenses to others to do so, with respect to any retail facility that features custom printing of apparel and specialty products.

11. <u>OPERATION AND SYSTEM STANDARDS</u>.

11.1 Confidential Operations Manual. During the term of this Agreement, we will lend you a copy of, allow you to access to, in electronic or in another format we may designate in the future, our Confidential Operations Manual(s), consisting of such materials (including, as applicable, computer software and written materials or other formats) that we generally furnish to franchisees periodically for use in operating a Big Frog Store. The Manuals contain mandatory and suggested specifications, standards, operating procedures and rules, the System Standards, which we prescribe periodically for the operation of a Big Frog Store, and information relating to your other obligations under this Agreement and related agreements. You agree to follow the System Standards and other standards, specifications, and operating procedures we establish periodically for the System that are described in the Manuals. We also reserve the right to make the Manuals accessible to you on-line via computer systems or other electronic formats (like Internet, Intranet, CD-ROM, Websites or e-mail). You also must comply with all updates and amendments to the System as described in newsletters or notices we distribute, including via computer systems e.g., internet, CD or other media we select. Any form of the Manuals we make accessible to you on-line will be deemed our Confidential Information. You agree to maintain the Manuals as confidential and maintain the information in the Manuals as secret and confidential. The Manuals may be modified, updated, and revised (in written or electronic format) by us periodically to reflect changes in System Standards. You agree to keep your copy of the Manuals, if any, current and in a secure location at the Big Frog Store. You will require anyone who may have access to the Confidential Operations Manual to sign a confidentiality agreement (the current form of which is attached to the Disclosure Document. In the event of a dispute relating to its contents, the master copy of the Manuals we maintain at our principal office will be controlling. However, in the event we utilize on-line Manuals, the most recent on-line Manuals will control any disputes between the on-line version and printed copies of the Manuals. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Manuals. If your copy of the Manuals are lost, destroyed or significantly damaged, you agree to obtain replacement copies at our then applicable charge (unless we have made on-line Manuals accessible to you). If so, you may utilize the on-line Manuals instead of purchasing another printed Manual set.

11.2 Compliance with System Standards. You acknowledge and agree that your operation and maintenance of the Big Frog Store in accordance with System Standards are essential to preserve the goodwill of the Marks and all Big Frog Stores. Therefore, at all times during the term of this Agreement, you agree to operate and maintain the Big Frog Store in accordance with each and every System Standard, as we periodically modify and supplement them during the term of this Agreement. System Standards may regulate any one or more of the following, in addition to the items discussed in Section 11.1 above, with respect to the Big Frog Store:

(a) design, layout, decor, appearance and lighting; periodic maintenance, cleaning and sanitation; periodic remodeling; replacement of obsolete or worn-out leasehold improvements, fixtures, furnishings, and equipment and signs; periodic painting; and use of interior and exterior signs, emblems, lettering and logos, and illumination;

(b) types, models, and brands of required fixtures, furnishings, equipment, signs, software, materials, and supplies;

(c) types, content, size, materials, and standards for signage;

(d) designated or approved suppliers of fixtures, furnishings, equipment, signs, software, products, materials, and supplies including for all apparel and specialty product items, approved distributors and/or distribution systems, and approved trade accounts;

(e) terms and conditions of the sale and delivery of, and terms and methods of payment for, products, materials, supplies, and services, including direct labor that you obtain from us, unaffiliated suppliers, or others;

(f) sales, marketing, advertising and promotional programs, and materials and media used in such programs;

(g) use and display of the Marks;

(h) staffing levels for the Big Frog Store, and qualifications, training, dress and appearance of employees;

(i) days and hours of operation at the Big Frog Store;

(j) participation in market research and testing, product and service development programs, and customer satisfaction programs;

(k) acceptance of credit cards, and payment systems and check verification services;

(l) bookkeeping, accounting, data processing, and record keeping systems including software and forms; methods, formats, content, and frequency of reports to us of sales, revenue, financial performance, and condition; and furnishing tax returns and other operating and financial information to us;

(m) types, amounts, terms and conditions of insurance coverage required to be carried for the Big Frog Store, and standards for underwriters of policies providing required insurance coverage; our protection and rights under such policies as an additional named insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance coverage for the Big Frog Store at your expense in addition to an administrative fee of 10% of the cost of the insurance if you fail to obtain required coverage; our right to defend claims; and similar matters relating to insured and uninsured claims;

(n) complying with applicable laws; obtaining required licenses and permits; adhering to good business practices; observing high standards of honesty, integrity, fair dealing, and ethical business conduct in all dealings with customers, suppliers, and us; and notifying us if any action, suit, or proceeding is commenced against you or the Big Frog Store;

(o) regulation of such other aspects of the operation and maintenance of the Big Frog Store that we determine periodically to be useful to preserve or enhance the efficient operation, image, or goodwill of the Marks and Big Frog Stores; and

(p) your use of, or mandatory or recommended participation in, any e-commerce, Intranet, Internet or Website communities, systems or processes, the Website, and compliance with any Internet, Intranet, or e-commerce policies or procedures which we may establish periodically.

You agree that System Standards periodically prescribed in the Manual, or otherwise communicated to you in writing or other tangible form (for example, via an extranet or website), constitute provisions of this Agreement as if fully set forth herein. All references to this Agreement include all System Standards as periodically modified.

11.3 Modification of System Standards. We may periodically modify the System, which may accommodate regional or local variations as we determine. Such modifications may obligate you to invest additional capital in the Big Frog Store ("Capital Modifications") and/or incur higher operating costs. However, such modifications will not alter your fundamental status and rights under this Agreement. We will not obligate you to make any Capital Modifications when such investment cannot in our reasonable judgment be amortized during the remaining term of this Agreement plus an eligible Renewal period, unless we agree to extend the term of your franchise so that such additional investment, in our reasonable judgment, may be amortized, and unless such investment is necessary in order to comply with applicable laws. You are obligated to comply with all modifications to System Standards, including Capital Modifications, within the time period we specify.

11.4 Interior and Exterior Upkeep. You agree at all times to maintain the Big Frog Store's interior and exterior and the surrounding area in the highest degree of cleanliness, orderliness, and sanitation and comply with the requirements regarding the upkeep of the Big Frog Store established in the Manual and by federal, state, and local laws.

11.5 Hours of Operation. You agree to operate the Big Frog Store, at a minimum, between the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturday, unless we have otherwise approved in advance in writing. Standard system-wide holidays allow for closing of the Big Frog Store on Thanksgiving Day and Christmas Day, with other holiday closings, not to exceed 7 days per year, at your discretion, with our prior written approval.

11.6 Accounting, Computers and Records. It is your responsibility to obtain accounting services and any required hardware or software related to them. You will at all times maintain the records reasonably specified in the Manual, including without limitation, sales, inventory, and expense information. To the extent we require support for accounting software used by you, such support will only be provided with respect to the accounting software then used by us in the operation of our own (or our affiliates' own) Big Frog Stores.

11.7 Computer System. You must install computer systems (the "Computer System") which may be periodically modified in response to business, operational, and marketing conditions. Our modifications and specifications for components of the Computer System may require you to incur cost to purchase, lease, or license new or modified computer hardware or software and to obtain service and support for the Computer System during the term of this Agreement. You are required to pay us a monthly technology fee for the use of our proprietary software, website hosting, and other features. See Section 6.10 for more information regarding this fee. You agree to incur such costs in connection with obtaining the computer hardware and software comprising the Computer System (any additions or modifications). Within 60 days after you receive notice from us, you agree to obtain the components of the Computer System that we designate and require. We reserve the right to charge you a reasonable systems fee for modifications of and enhancements made to any proprietary software we develop that we license to you and other maintenance and support services that we or our affiliates furnish to you related to the Computer System. You are responsible for all ISP and other connectivity related fees and costs relating to your use of the Computer System. You agree to maintain an active e-mail address at all times and inform us of it. You must have the latest versions of the software as prescribed in the Confidential Operations Manual. You must provide and update all usernames and passwords associated with any software used in the Big Frog Store. The customer database created from the Franchise is the sole property of the Franchisor and may not be sold, assigned, transferred, or used by any individuals without the express written consent of the Franchisor. Any telephone numbers associated with the Franchise cannot be sold, assigned, or transferred without the express written consent of Franchisor. Any and all email address connected to a BIG FROG Franchise may not be sold, assigned, or transferred without the express written consent of the BIG FROG Franchise Group.

11.8 Trade Accounts and Taxes. You agree to maintain your trade accounts in a current status and seek to resolve any disputes with trade suppliers promptly. You agree to timely pay all taxes incurred in connection with your Big Frog Store's operations unless you are in good faith contesting your liability for such taxes, in which case you must notify us immediately in writing. If you fail to maintain your trade accounts in a current status, timely pay such taxes or any other amounts owing to any third parties, or perform any non-monetary obligations to third parties, we may, but are not required to, pay any and all such amounts and perform such obligations on your behalf. If we elect to do so, then you agree to reimburse us for such amounts. You agree to repay us within five (5) business days upon receipt of our invoice. We may also set-off the amount of any such reimbursement obligations against all amounts which we may owe you.

11.9 Proprietary Materials. You agree to purchase from us or approved manufacturers or suppliers all articles used in operating the Big Frog Store, some of which bear the Marks (collectively, the "Proprietary Materials"), at the then prevailing prices plus freight, taxes, and delivery costs.

11.10 Approved Products. You agree not to sell any products or services at the Big Frog Store that we have not previously approved for sale. You will immediately implement changes to the products or services as requested by us. You agree to maintain an inventory of products sufficient to meet the daily demands of the Big Frog Store.

11.11 Management. You (or your Principal Owner if you are a Business Entity) or one of your designated managerial employees that has satisfactorily completed our training program must assume responsibility for the Big Frog Store's day-to-day management and operation and supervision of the Big Frog Store's personnel. You must designate either a Principal Owner or a manager as a primary point of contact for the Big Frog Store ("Primary Contact"). The Primary Contact shall conduct all correspondences with our vendors and us and shall have the final authorization in the event of a dispute among owners of the Business Entity. Each of your managerial employees must sign our form of Confidentiality, Nonsolicitation and Noncompetition Agreement attached to the Disclosure Document, or other form satisfactory to us. If you (or your Principal Owner if you are a Business Entity) will not be actively on site supervising and managing the Big Frog Store, you must recruit, hire, and maintain a designated manager ("Manager") of the Big Frog Store who meets the following qualifications and conditions:

(a) The Manager must have management responsibility and authority over the day-to-day operations of the Big Frog Store;

(b) The Manager must sign our Confidentiality, Nonsolicitation and Noncompetition Agreement attached to the Disclosure Document (or other contract in form and substance satisfactory to us); and

(c) The Manager must have satisfactorily completed our Training Program and any other training programs we periodically require.

If you add an additional Principal Owner or Manager or substitute a new Principal Owner or Manager for an existing Principal Owner or Manager, you must pay us a fee of $1,500 to cover our costs of training and administration. You must not hire any Designated Manager or successor Designated Manager without first receiving our written approval of such Designated Manager's qualifications. If you are required to appoint a new Designated Manager, you must do so within 30 days of the termination of the previous Designated Manager.

11.12 Personnel. You agree to hire, train, and supervise Big Frog Store employees in accordance with the specifications set forth in the Manual and all applicable laws. All personnel must meet every requirement imposed by applicable federal, state, and local law as a condition to their employment. You alone are responsible for all employment decisions and functions of your Big Frog Store, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees, regardless of whether you have received advice from us on these subjects or not. We will have no liability for any action or settlement related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees and you agree to indemnify us for any such liabilities we incur.

11.13 Adequate Reserves and Working Capital. You must at all times maintain adequate reserves and working capital sufficient for you to fulfill all your obligations under this Agreement and to cover the risks and contingencies of the franchised business for at least three months. These reserves may be in the form of cash deposits or lines of credit.

11.14 Variation of Terms. You acknowledge that because uniformity under many varying conditions may not be possible or practical, we reserve the right to vary materially our standards or franchise agreement terms for any other franchised Big Frog Store based on the timing of the grant of the franchise, the peculiarities of the particular designated territory or circumstances, business potential, population, existing business practices, other non-arbitrary distinctions, or any other condition which we consider important to the successful operation of the franchised Big Frog Store. You will have no right to require us to disclose any variation or to grant the same or a similar variation to you.

12. MARKETING AND PROMOTION.

12.1 Establishment of Marketing Fund. Recognizing the value of advertising and marketing to the goodwill and public image of Big Frog Stores, we have established a system-wide marketing and development fund (the "Marketing Fund") for such advertising, marketing and public relations programs and materials we deem necessary or appropriate in our sole discretion. You agree to contribute to the Marketing Fund (the "Marketing Fee"), 1.5% of your monthly Gross Sales (except as described below), payable in the same manner as the Royalty. We have the right to periodically specify (in the Confidential Operations Manual or otherwise in writing) different payment methods, such as, but not limited to, weekly or monthly payment, payment by auto-draft, credit card and payment by check for the Marketing Fee. We reserve the right to adjust your Marketing Fund payments annually based on the Consumer Product Index. The Marketing Fund will be operated by us or our designee in accordance with the terms of this Agreement and the Marketing Fund policies. We reserve the right to charge a separate fee for the development, hosting and maintenance of Internet and Intranet Websites. We reserve the right to defer or reduce contributions of a Big Frog Store franchisee and, upon 30 days' prior written notice to you, to reduce or suspend contributions to and operations of the Marketing Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the Marketing Fund. If the Marketing Fund is terminated, all unspent monies on the date of termination will be distributed to our franchisees in proportion to their respective contributions to the Marketing Fund during the preceding 12-month period. Our affiliates will contribute to the Marketing Fund on the same basis as franchise owners for any Big Frog Stores they own and operate.

12.2 Initial Marketing and Local Advertising. Upon execution of your Agreement you must set aside and expend $10,000 for local marketing initiatives for your Standard Franchise Store during the first three months of which $1,500 may be spent with a public relations firm of your choice to promote the grand opening of your Big Frog Store. If you have an Express Franchise Store, you must set aside and expend $5,500 for local marketing initiatives during the first three months, of which $1,500 may be spent with a public relations firm of your choice to promote the grand opening of your Big Frog Store. You will be required to present to us receipts confirming the expenditure(s) of this sum. This amount is in addition to, and not in place of, contributions to the Marketing Fund. After that, we require you spend at least five percent (5%) of the monthly Gross Sales of your Big Frog Store for local advertising. If and when a Marketing Cooperative is established for your region, the required five percent (5%) local advertising amount may be offset by contributions to the Marketing Cooperative.

12.3 Use of the Marketing Fund. It is intended we or our designee will direct all programs financed by the Marketing Fund, with sole control over the creative concepts, materials and endorsements, and the geographic, market, media placement and allocation and any Internet or Intranet websites, networks or communities it operates or participates in, or which requires your participation. You agree that the Marketing Fund may be used to pay the costs of preparing or producing video, audio, Internet, Intranet, e-commerce, Website or written advertising materials; administering national or regional advertising programs, including, without limitation: purchasing direct mail or other media advertising; or employing or contracting with advertising, promotion or marketing agencies; supporting public relations; market research; other advertising, promotion or marketing activities; conducting product development; research; developing new purchasing and marketing programs, campaigns or networks (including via Internet, Intranet, Website(s) or other forms of e-commerce); all costs associated directly or indirectly with the operation, maintenance, hosting or development of websites bearing our marks; or establishing Internet, Intranet, Website or other forms of e-commerce communities, networks, systems, methods, processes, databases, or monitoring systems, which may include our establishing one or more Internet or Intranet Websites for purposes of: linking suppliers of products and services to our Website(s); our electronic monitoring your performance under this Agreement; our sharing or selling information to third parties; our establishing business to business or business to customer e-commerce; promoting the development and growth of franchises or soliciting franchisees; or your reporting of Royalties, Gross Sales Adjusted Growth Sales, or other information as we periodically designate. The Marketing Fund may be used for defraying the reasonable salaries (whether individuals directly employed by us or under agreement with us), administrative hosting, development maintenance costs, and overhead incurred by us or our designees in connection with the Marketing Fund. The Marketing Fund may periodically furnish you with samples of advertising, marketing and promotional formats, and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them plus any related shipping, handling and storage charges.

12.4 Accounting for the Funds. It is intended that the Marketing Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses, and overhead as we may incur in activities related to the administration of the Marketing Fund and its programs, including without limitation, conducting market surveys, preparing advertising, promotion, and marketing materials, and collecting and accounting for contributions to the Marketing Fund. We or our designee may spend on behalf of the Marketing Fund in any fiscal year an amount greater or less than the aggregate contribution of all Big Frog Stores to the Marketing Fund in that year. The Marketing Fund may borrow from us or others to cover deficits or invest any surplus for future use. All interest earned on monies contributed to the Marketing Fund will be used to pay advertising costs before other assets of the Marketing Fund are expended. We or our designee will prepare a periodic statement of monies collected and costs incurred by the Marketing Fund and furnish the statement to you upon written request. We or our designee have the right to cause the Marketing Fund to be incorporated or operated through a separate entity at such time as we deem appropriate and such separate entity will have all of the rights and duties specified in this Agreement.

12.5 Marketing Fund Limitations. You acknowledge that the Marketing Fund is intended to maximize recognition of the Marks and patronage of Big Frog Stores. Although we or our designee will endeavor to utilize the Marketing Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all Big Frog Stores, we or our designee undertake no obligation to ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Marketing Fund by Big Frog Stores operating in that geographic area or that any Big Frog Store will benefit directly or in proportion to its contribution to the Marketing Fund from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this Section, we or our designee assume no direct or indirect liability or obligation to you with respect to collecting amounts due to the Marketing Fund.

12.6 Advertising and Promotion. You agree that any advertising, promotion and marketing you conduct will be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and the promotion policies that we periodically prescribe. Samples of all advertising, promotional and marketing materials which we have not prepared or previously approved must be submitted to us or our designated agency for approval before you use them. If you do not receive written disapproval within 30 days after our receipt of such materials, you will be deemed to have been given the required approval. You may not use any advertising or promotional materials that we or our designated agency have disapproved. Any use of unauthorized advertising and marketing materials will result in you incurring a $500 fee for the occurrence.

12.7 Websites. You acknowledge and agree that any Website constitutes "advertising" under this Agreement. For this purpose, a "Website" means interactive electronic documents, contained in a network of computers linked by communications software that refers to your Big Frog Store, the Marks, us, and/or the System. The term Website also includes Internet, social media, Intranet, and World Wide Web home pages or e-mail address sites. You may not establish or operate any Website due to our substantial interest in protecting the Marks, the System, and the Confidential Information. We may require you to participate in a centralized Website operated by us, without any compensation to you. We reserve the right to establish one or more Internet, Intranet or other form of e-commerce Website, network, or community for purposes of promoting the development, growth, sales, and solicitation of franchises, or establishing or participating in and requiring or authorizing your participation in or connection with e-commerce, establishing purchasing, supply or referral programs, networks, or communities in which you must participate, or monitoring your performance under this Agreement and other purposes we periodically designate that we deem to promote the development and operation of the System. We will periodically establish and notify you of our establishment of website and other forms of e-commerce policies, which will become part of our System Standards and be provided in the Manual or other written communication by you. We own all right, title, and interest in and to information compiled from, derived from, or obtained by us via our use of Websites or our establishment of the Intranet, Internet, or other forms of e-commerce networks or communities. You agree to establish, maintain and notify us of an active e-mail address at all times, and notify us of a change in email address within 3 business days of the change.

12.8 Marketing Cooperative. If a Marketing Cooperative for your region is established after you begin to operate your Big Frog Store, then you will have 30 days to join the new Marketing Cooperative. You will not be required to belong to more than one Marketing Cooperative per Big Frog location.

12.9 Corporate Accounts. We specificallyreserve the right to solicit, sell to, negotiate rates with, and service commercial or charitable entities for accounts who purchase custom printed t-shirts, apparel and/or various gift items, and who conduct business across multiple areas or have multiple locations either regionally or nationally, such as, by way of examples only, corporate marketing departments and national/regional charitable organizations (collectively, the "Commercial Accounts"). We will offer you the first right to service Commercial Accounts in your Designated Territory, provided that you accept the negotiated terms; otherwise, we may service the Commercial Accounts either directly or permit another franchisee to provide such service. You will receive no compensation for our sales made through alternate distribution channels or Commercial Accounts that you decline within your Designated Territory. We may require you to pay to us an administrative fee to participate in the Commercial Accounts program of not more than 2% per sales transaction.

13. RECORDS, REPORTS AND FINANCIAL STATEMENTS.

13.1 Accounting System. You agree to establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats we prescribe periodically. We may require you to use approved computer hardware, software, and Websites in order to maintain certain sales data and other information we periodically designate, including updating of the Manual and for communication purposes. You agree that we may have access to such sales data and other information at all times.

13.2 Reports. You agree to furnish to us on such forms that we periodically prescribe:

(a) following the Agreement Date, and weekly thereafter until your Big Frog Store opens, a report of your progress in the development and opening of your Big Frog Store;

(b) at our request, within 15 days after their filing, copies of all sales tax returns for the Big Frog Store and copies of the canceled checks for the required sales taxes;

(c) at the conclusion of each calendar month, a report on the Big Frog Store's Gross Sales and Adjusted Gross Sales during the immediately preceding calendar month (Monday through Saturday);

(d) within 30 days after the end of each calendar quarter, a profit and loss statement for the Big Frog Store for the immediately preceding calendar quarter and year-to-date and a balance sheet as of the end of such quarter;

(e) within 60 days after the end of the Big Frog Store's fiscal year, annual profit and loss and source and use of funds statements and a balance sheet for the Big Frog Store as of the end of such fiscal year; and

(f) within 30 days of our request, exact copies of federal and state income and other tax returns and such other forms, records, books, and other information we may periodically require.

We may require that any of the reports described in this Section 13.2 or any information you are required to provide us under this Agreement or our System Standards be provided to us in electronic format via a secure Website (Internet or Intranet) at times and in the manner we periodically designate.

13.3 Access to Information. You or your Managing Owner must certify and sign each report and financial statement in the manner we prescribe. We have the right to disclose data derived from such reports without identifying you or the location of the Big Frog Store. We also have the right to require you to have reviewed or audited financial statements prepared on an annual basis if we reasonably believe that the reports are incorrect. Moreover, we have the right as often as we deem appropriate to access all computer registers and other computer systems that you are required to maintain in connection with the operation of the Big Frog Store and to retrieve all information (including sales or other information) relating to the Big Frog Store's operations.

13.4 Copies of Reports. You agree to furnish us with a copy of all sales, income, and other tax returns relating to your Big Frog Store, at our request. You will also send us copies of any sales or other reports sent to any landlord or governmental agency at our request. Subject to applicable law, you agree to preserve and maintain all records in a secure location at the Big Frog Store for at least three (3) years (including, but not limited to, sales checks, purchase orders, invoices, payroll records, customer lists, check stubs, sales tax records and returns, cash Revenue and disbursement journals, and general ledgers).

14. INSPECTIONS AND AUDITS.

14.1 Our Right to Inspect the Big Frog Custom T-Shirt Store. To determine whether your Big Frog Store is complying with this Agreement and all System Standards, we and our designated agents have the right at any time during your regular business hours without prior notice, to:

(a) inspect the Big Frog Store;

(b) interview personnel and customers of the Big Frog Store; and

(c) inspect and copy any books, records, and documents relating to your operation of the Big Frog Store.

You agree to cooperate with us fully in connection with any such inspections, observations, interviews, and record access. You agree to present to your customers such evaluation forms that we prescribe periodically and to participate and/or request your customers to participate in any surveys performed by us or on our behalf. You agree to correct or repair any unsatisfactory conditions we specify within 5 days.

14.2 Our Right to Audit. We have the right at any time during your business hours without prior notice to inspect and audit your (if you are a Business Entity) and the Big Frog Store's business, bookkeeping and accounting records, purchasing records, advertising and marketing records and expenditures, sales and income tax records and returns, and other records. You agree to cooperate fully with our representatives and independent accountants we hire to conduct any such inspection or audit. If our inspection or audit is made necessary by your failure to furnish reports, supporting records or other information we require, or to furnish such items on a timely basis, or if the information is not accurate (i.e., your Gross Sales are understated by three percent (3%) or more), you agree to reimburse us for the cost of such inspection or audit, including without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees. You also must pay us any shortfall in the amounts you owe us, including late fees and interest, within 10 days of our notice. The foregoing remedies are in addition to our other remedies and rights under this Agreement and applicable law, which may include termination of this Agreement.

15. TRANSFER.

15.1 By Us. This Agreement is fully transferable by us, and inures to the benefit of any transferee or other legal successor to our interests, as long as such transferee or Renewal agrees to be bound by, and assumes all of our continuing obligations under, this Agreement.

15.2 By You. You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are a Business Entity, to your owners) and that we have granted the Franchise to you in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, neither this Agreement (nor any interest in it) nor any ownership or other interest in you or the Big Frog Store may be transferred without our prior written approval. Any transfer without such approval constitutes a breach of this Agreement and is void and of no effect. As used in this Agreement, the term "transfer" includes your (or your owners') voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition of any interest in: (a) you; (b) this Agreement; or (c) the Big Frog Store, but excludes any transfer of less than a controlling interest to a family member (as defined herein) or a transfer to a revocable living trust of which a Principal Owner is settlor, trustee and beneficiary.

15.3 Conditions for Approval of Transfer. If you (and your owners) are in full compliance with this Agreement, subject to the other provisions of this Section 15, we will not unreasonably withhold approval of a transfer that meets all the applicable requirements of this Section. The proposed transferee and its direct and indirect owners must be individuals of good character and otherwise meet our then applicable standards for Big Frog Store franchisees. A transfer of ownership, possession, or control of the Big Frog Store may only be made if the transferee enters into a new franchise agreement. If the transfer is of your Big Frog Store(s) or a controlling interest in you, or is one of a series of transfers which in the aggregate constitutes the transfer of your Big Frog Store(s) or a controlling interest in you, all of the following conditions must be met prior to or concurrently with the effective date of any transfer:

(a) the transferee has sufficient business experience, aptitude and financial resources to operate the Big Frog Store and has been approved as a franchisee;

(b) you have paid all Royalties, Marketing Fees, amounts owed for purchases from us, and all other amounts owed to us or to third-party creditors and have submitted all required reports and statements;

(c) the transferee (or its Principal Owner) has completed our training program to our satisfaction;

(d) the transferee has agreed to enter into a new franchise agreement;

(e) you or the transferee pays us a transfer fee equal to $22,650 for a Standard Franchise, or $10,500 for an Express Franchise ("Transfer Fee"). The Transfer Fee is used to defray expenses we incur in connection with the transfer and the costs of training up to 2 Trainees of the Transferee (one of whom must be a managerial employee responsible for the Big Frog Store's operations). We may provide training to the transferee's employees, other than Trainees. If we do so, the transferee must pay us a fee not to exceed $1,500 per person trained by us (other than the 2 Trainees described above). The transferee must pay all travel and living expenses for the transferee, other trainees, and its employees to attend the training. This subsection will not apply if the proposed transfer is among your owners, but the transferee is required to reimburse us for any administrative costs we incur in connection with the transfer. Further, in the event that the transferee was originally referred to Big Frog by a franchise broker or franchise broker organization with which Big Frog has a contractual arrangement regarding the payment of a commission for referring candidates, you or the transferee must pay the referral commission to us at closing for payment over to the referring broker or broker organization;

(f) the transferee agrees to pay all costs required to bring the Big Frog Store into compliance with the then current System Standards;

(g) unless prohibited by state law, you (and your transferring owners) have executed a general release, in the form attached to the Disclosure Document, of any and all claims against us and our shareholders, officers, directors, employees, and agents;

(h) we have approved the material terms and conditions of such transfer and determined that the price and terms of payment will not adversely affect the transferee's operation of the Big Frog Store;

(i) if you or your owners finance any part of the sale price of the transferred interest, you and/or your owners have agreed that all of the transferee's obligations pursuant to any promissory notes, agreements, or security interests that you or your owners have reserved in the Big Frog Store are subordinate to the transferee's obligation to pay Royalties, Marketing Fees, and other amounts due to us and otherwise to comply with this Agreement;

(j) you and your transferring owners have executed a non-competition covenant in favor of us and the transferee agreeing to be bound, commencing on the effective date of the transfer, by the post-term competitive restrictions otherwise contained in this Agreement;

(k) you and your transferring owners have agreed that you and they will not directly or indirectly at any time or in any manner (except with respect to other Big Frog Stores you own and operate) identify yourself or themselves or any business as a current or former Big Frog Store, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark, or other indicia of a Big Frog Store in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with us; and

(l) you agree to reimburse us for all expenses that we incur in investigating a transfer that does not consummate.

15.4 Transfer to a Business Entity. Notwithstanding the foregoing, if you are in full compliance with this Agreement, you may transfer this Agreement to a Business Entity that conducts no business other than the ownership and operation of the Big Frog Store(s) and, if applicable, other Big Frog Store so long as you own, control and have the right to vote 51% or more of its issued and outstanding ownership interests (like stock or partnership interests) and you guarantee its performance under this Agreement. All other owners are subject to our approval. The organizational or governing documents of the Business Entity must recite that the issuance and transfer of any ownership interests in the Business Entity are restricted by the terms of this Agreement, are subject to our approval, and all certificates or other documents representing ownership interests in the Business Entity must bear a legend referring to the restrictions of this Agreement. As a condition of our approval of the issuance or transfer of ownership interests to any person other than you, we may require (in addition to the other requirements we have the right to impose) that the proposed owner execute an agreement, in a form provided or approved by us, agreeing to be bound jointly and severally, to comply with and to guarantee the performance of, by all of the your obligations under this Agreement. You will be required to reimburse for any legal fees we incur with a transfer under this Section 15.4 and cure any outstanding defaults of this Agreement prior to the transfer.

15.5 Transfer upon Death or Disability. Upon your death or disability or, if you are a Business Entity, the death or disability of the owner of a controlling interest in you, your, or such owner's executor, administrator, conservator, guardian, or other personal representative must transfer your interest in this Agreement or such owner's interest in you to a third party. Such disposition of this Agreement or the interest in you (including, without limitation, transfer by bequest or inheritance) must be completed within a reasonable time, not to exceed six (6) months from the date of death or disability, and, except for a transfer to a family member through testamentary bequest or otherwise, will be subject to all of the terms and conditions applicable to transfers contained in this Section. A failure to transfer your interest in this Agreement or the ownership interest in you within this period of time constitutes a breach of this Agreement. For purposes of this Agreement, the term "disability" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent you or an owner of a controlling interest in you from managing and operating the Big Frog Store.

15.6 Operation upon Death or Disability. If, upon your death or disability or the death or disability of the owner of a controlling interest in you, the Big Frog Store is not being managed by a Principal Owner or other trained manager, your or such owner's executor, administrator, conservator, guardian, or other personal representative must within a reasonable time, not to exceed 15 days from the date of death or disability, appoint a replacement manager to operate the Big Frog Store. Such manager will be required to complete our standard training to our satisfaction at your expense. Pending the appointment of a manager as provided above or if, in our judgment, the Big Frog Store is not being managed properly any time after your death or disability or after the death or disability of the owner of a controlling interest in you, we have the right, but not the obligation, to appoint a manager for the Big Frog Store. All funds from the operation of the Big Frog Store during the management by our appointed manager will be kept in a separate account, and all expenses of the Big Frog Store, including compensation, other costs and travel and living expenses of our manager, will be charged to this account. We also have the right to charge a management fee of $500 per day (in addition to the Royalty and Marketing Fee payable under this Agreement) during the period that our appointed manager manages the Big Frog Store. Operation of the Big Frog Store during any such period will be on your behalf, provided that we only have a duty to utilize our best efforts and will not be liable to you or your owners for any debts, losses, or obligations incurred by the Big Frog Store or to any of your creditors for any products, materials, supplies, or services the Big Frog Store purchases during any period it is managed by our appointed manager. If the franchisor must operate the business under Section 15.6 of the Agreement, Franchisor will operate the business for 45-day period of time renewable as necessary for up to one year, and the Franchisor will periodically discuss the status with the franchisee or its heirs.

15.7 Effect of Consent to Transfer. Our consent to a transfer of this Agreement and your Big Frog Store(s) or any interest in you does not constitute a representation as to the fairness of the terms of any contract between you and the transferee, a guarantee of the prospects of success of the Big Frog Store(s) or transferee, or a waiver of any claims we may have against you (or your owners).

15.8 Our Right of First Refusal. If you (or any of your owners) at any time determine to sell, assign or transfer for consideration an interest in your the Big Frog Store(s) or an ownership interest in you, except for a sale, assignment or transfer to a family member, you (or such owner) agree to obtain a bona fide, executed written offer and earnest money deposit (in the amount of 5% or more of the offering price) from a responsible and fully disclosed offeror (including lists of the owners of record and all beneficial owners of any corporate or limited liability company offeror and all general and limited partners of any partnership offeror) and immediately submit to us a true and complete copy of such offer, which includes details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be denominated in a dollar amount. The offer must apply only to an interest in the Big Frog Store and may not include an offer to purchase any of your (or your owners') other property or rights. However, if the offeror proposes to buy any other property or rights from you (or your owners) under a separate, contemporaneous offer, such separate, contemporaneous offer must be disclosed to us, and the price and terms of purchase offered to you (or your owners) for the interest in you or the Big Frog Store must reflect the bona fide price offered and not reflect any value for any other property or rights.

The right of first refusal process will not be triggered by a proposed transfer that would not be allowed under this Section 15. We may require you or your owners to send us copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction.

We have the right, exercisable by written notice delivered to you or your selling owner(s) within 30 days from the date of the delivery to us of both an exact copy of such offer and all other information we request, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that:

(a) we may substitute cash for any form of payment proposed in such offer (with a discounted amount if an interest rate will be charged on any deferred payments);

(b) our credit will be deemed equal to the credit of any proposed purchaser;

(c) we will have not less than 60 days after giving notice of our election to purchase to prepare for closing; and

(d) we are entitled to receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the capital stock of an incorporated business, as applicable, including, without limitation, representations and warranties as to:

(i) ownership and condition of and title to stock or other forms of ownership interest and/or assets;

(ii) liens and encumbrances relating to the stock or other ownership interest and/or assets; and

(iii) validity of contracts and the liabilities, contingent or otherwise, of the corporation whose stock is being purchased.

If we exercise our right of first refusal, you and your selling owner(s) agree that, for a period of 2 years commencing on the date of the closing, you and they will be bound by the post-term competitive restrictions otherwise described in this Agreement.

If we do not exercise our right of first refusal, you or your owners may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to our approval of the transfer as otherwise provided in this Agreement, provided that, if the sale to such purchaser is not completed within 120 days after delivery of such offer to us, or if there is a material change in the terms of the sale (which you agree promptly to communicate to us), we will have an additional right of first refusal during the 30-day period following either the expiration of such 120-day period or notice to us of the material change(s) in the terms of the sale, either on the terms originally offered or the modified terms, at our option.

16. TERMINATION OF AGREEMENT.

16.1 By You. If you and your owners are in compliance with this Agreement and we materially fail to comply with this Agreement and do not correct or commence correction of such failure within 60 days after written notice of such material failure is delivered to us, you may terminate this Agreement effective 60 days after delivery to us of written notice of termination.

16.2 By Us. We have the right to terminate this Agreement, effective upon delivery of written notice of termination to you, if:

(a) you (or any of your owners) have made any material misrepresentation or omission in connection with your purchase of the Franchise;

(b) you or the required number of your Trainees fails to complete successfully the Training Program to our satisfaction or you have not fulfilled all of the conditions for management of the Big Frog Store;

(c) you fail to obtain our approval of the Site within a reasonable period of time or (ii) fail to commence construction of the Big Frog Store within 12 months of the Agreement Date;

(d) you abandon or fail to operate actively the Big Frog Store for 2 or more consecutive business days, unless the Big Frog Store has been closed for a purpose we have approved or because of casualty or government order;

(e) you surrender or transfer control of the operation of the Big Frog Store without our prior written consent;

(f) you (or any of your owners) are or have been convicted by a trial court of, or plead or have pleaded no contest or guilty to a felony or other serious crime or offense that is likely to affect adversely your reputation, our reputation, or the reputation of any other Big Frog Store;

(g) you (or any of your owners) engage in any dishonest or unethical conduct which in our opinion may affect adversely the reputation of the Big Frog Store or another Big Frog Store or the goodwill associated with the Marks;

(h) you (or any of your owners) make an unauthorized assignment of this Agreement or of an ownership interest in you or the Big Frog Store;

(i) in the event of your death or disability or the death or disability of the owner of a controlling interest in you, this Agreement or such owner's interest in you is not assigned as required under this Agreement;

(j) you (or any of your owners) make any unauthorized use or disclosure of any Confidential Information or use, duplicate, or disclose any portion of the Manuals in violation of this Agreement;

(k) you violate any health, safety, or sanitation law, ordinance, or regulation and do not begin to cure the noncompliance or violation immediately, and correct such noncompliance or violation within 5 days, after written notice is delivered to you, except we may require the immediate shut down of your Big Frog Store in the event we deem such violation to be a health threat to anyone;

(l) you fail to make payments of any amounts due to us or our affiliates under this Agreement or any other agreement that you have with us, and do not correct such failure within 10 days after written notice of such failure is delivered to you;

(m) you fail to make payments of any amounts due to approved suppliers of products or services and do not correct such failure within 10 days after written notice of such failure is delivered to you by such supplier;

(n) you fail to pay when due any federal or state income, service, sales, or other taxes due on the operations of the Big Frog Store, unless you are in good faith contesting your liability for such taxes;

(o) you (or any of your owners) fail to comply with any other provision of this Agreement or any System Standard and do not correct such failure within 30 days after written notice of such failure to comply is delivered to you;

(p) you (or any of your owners) fail on three (3) or more separate occasions within any period of 12 consecutive months during the term of this Agreement to submit when due reports or other data, information, or supporting records, to pay when due any amounts due to us or otherwise to comply with this Agreement, whether or not such failures to comply were corrected after written notice of such failure was delivered to you; or

(q) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property; the Big Frog Store is attached, seized, subjected to a writ or distress warrant or levied upon, unless such attachment, seizure, writ, warrant, or levy is vacated within 30 days; or any order appointing a receiver, trustee, or liquidator of you or the Big Frog Store is not vacated within 30 days following the entry of such order. You are required to notify us in writing within 10 days of any of the above events.

16.3 Management of the Franchise. In the event that we are entitled to terminate this Agreement in accordance with Section 16 above or any other provision of this Agreement, or in the event that you are in default of your Agreement, and in addition to any other rights and/or remedies available to us in the event of such termination, we may, but need not, assume the Big Frog Store's management. All gross revenues from the Franchise's operation while we assume its management will be kept in a separate account, and all of the Franchise's expenses will be charged to this account. We may charge you (in addition to the Royalty and Marketing Fee contributions due under this Agreement) a reasonable management fee of $200 per day, plus our direct out-of-pocket costs and expenses if we assume management of the Franchise under this Section. We have a duty to utilize only our reasonable efforts in managing the Franchise, and will not be liable to you for any debts, losses, or obligations the Franchise incurs, or to any of your creditors for any products or services the Franchise purchases while we manage it pursuant to this Section.

17. RIGHTS AND OBLIGATIONS UPON TERMINATION.

17.1 Payment of Amounts Owed To Us. You agree to pay us within 15 days after the effective date of termination or expiration of this Agreement, or on such later date that the amounts due to us are determined, such Royalties, Marketing Fees, amounts owed for purchases from us, interest due on any of the foregoing, and all other amounts owed to us which are then unpaid.

17.2 Marks and De-Identification. Upon the termination or expiration of this Agreement:

(a) you may not directly or indirectly at any time or in any manner (except with respect to other Big Frog Stores you own and operate) identify yourself or any business as a current or former Big Frog Store, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark, or other indicia of a Big Frog Store in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that indicates or suggests a connection or association with us. Within thirty (30) days of termination or expiration you are to deliver to us, at your own expense, all signs, sign-faces, sign-cabinets, marketing materials, forms, and other materials containing any Mark or otherwise identifying or relating to a Big Frog Store. In our sole judgment, we may waive this requirement in writing provided that you provide a sworn Certificate of Destruction/De-identification detailing your compliance with these terms;

(b) you agree to take such action as may be required to cancel all fictitious or assumed name or equivalent registrations or licenses relating to your use of any Mark;

(c) if we do not have or do not exercise an option to purchase the Big Frog Store, you agree to deliver to us within 30 days after, as applicable, the effective date of expiration/termination of this Agreement or the Notification Date all signs, sign-faces, sign-cabinets, marketing materials, forms, and other materials containing any Mark or otherwise identifying or relating to a Big Frog Store and allow us, without liability to you or third parties, to remove all such items from the Big Frog Store;

(d) if we do not have or do not exercise an option to purchase the Big Frog Store, you agree that, after, as applicable, the effective date of expiration/terminations of this Agreement or the Notification Date, you will promptly and at your own expense make such alterations we specify to distinguish the Big Frog Store clearly from its former appearance and from other Big Frog Stores so as to prevent confusion by the public, including, without limitation, removing all exterior and interior signage bearing the Big Frog name or logo;

(e) if we do not have or do not exercise an option to purchase the Big Frog Store, you must return to us all Proprietary Materials including the Manual and marketing materials. These items are to be returned to us via ground delivery service, shipped no later than the day of closing, and a copy of the bill of lading/shipping order provided to us;

(f) You acknowledge that all data bases, telephone numbers, facsimile numbers, social media websites, Internet addresses and e-mail addresses (collectively "Identifiers") used in the operation of your Big Frog Store constitute our assets, and upon termination or expiration of this Agreement, you will take such action within five days to cancel or assign to us or our designee as determined by us, all of our right, title and interest in and to such Identifiers and will notify the telephone company and all listing agencies of the termination or expiration of our right to use any Identifiers, and any regular, classified or other telephone directory listing associated with the Identifiers and to authorize a transfer of the same to, or at our direction. You agree to take all action required cancel all assumed name or equivalent registrations related to your use of the Marks. You acknowledge that, we have the sole rights to, and interest in, all Identifiers used by you to promote your Big Frog Store and/or associated with the Marks. You hereby irrevocably appoint us, with full power of substitution, as your true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. You further appoint us to direct the telephone company, postal service, registrar, Internet service provider, listing agency, website operator, or any other third party to transfer such Identifiers to us or our designee. The telephone company, postal service, registrar, Internet Service Provider, listing agency, website operator, or any other third party may accept such direction by us pursuant to this Agreement as conclusive evidence of our rights to the Identifiers and our authority to direct their transfer.

(g) you agree to furnish us, within 30 days after, as applicable, the effective date of expiration of this Agreement or the Notification Date with evidence satisfactory to us of your compliance with the foregoing obligations.

17.3 Confidential Information. You agree that upon termination or expiration of this Agreement you will immediately cease to use any of our Confidential Information in any business or otherwise and return to us all copies of the Manual and any other confidential materials that we have loaned to you.

17.4 Competitive Restrictions. Upon termination or expiration of this Agreement for any reason whatsoever (bearing you have not acquired a Renewal Franchise), you agree that for a period of 2 years commencing on the effective date of termination or expiration neither you nor any of your owners will have any direct or indirect material interest (including through a spouse, child, or other family member) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, member, manager, representative, or agent or in any other capacity in any Competitive Business operating:

(a) at the Site or within the Designated Territory; or

(b) within 15 miles of the Site or Designated Territory.

If any person restricted by this Section refuses voluntarily to comply with the foregoing obligations, the two (2)-year period will commence with the entry of an order of an arbitrator, or court if necessary, enforcing this provision. You expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive you or your owners of your or their personal goodwill or ability to earn a living. All persons with an ownership or voting interest in you if you are a Business Entity franchisee, all individual franchisees if you are not a Business Entity, and any person employed by or under an independent contractor relationship with you who receives or will receive any training by us or you that is directly or indirectly related to the System or involves any of the Confidential Information must execute the Confidentiality, Nonsolicitation, and Noncompetition Agreement attached to the Disclosure Document no later than ten days following the effective date of this Agreement (or, if any individual or entity attains such status after the effective date of this Agreement, within ten days following such individual or entity's attaining such status).

17.5 Our Right to Purchase.

(a) Exercise of Option. Upon our termination of this Agreement in accordance with its terms and conditions or your termination of this Agreement without cause, we have the option, exercisable by giving written notice to you within 60 days from the date of such termination, to purchase the Big Frog Store from you, including the leasehold rights to the Site. (The date on which we notify you whether or not we are exercising our option is referred to in this Agreement as the "Notification Date"). We have the unrestricted right to assign this option to purchase the Big Frog Store. We will be entitled to all customary warranties and representations in connection with our asset purchase, including, without limitation, representations and warranties as to ownership and condition of and title to assets, liens and encumbrances on assets, validity of contracts and agreements, and liabilities affecting the assets, contingent or otherwise.

(b) Leasehold Rights. Upon our exercise of an option as set forth in subsection (a) above, you agree at our election:

(i) to the extent permitted by the applicable lease, to assign your leasehold interest in the Site to us;

(ii) to the extent permitted by the applicable prime lease, to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the prime lease; or

(iii) to lease to us if you own the Site in accordance with the Agreement to Lease and our Standard Lease Agreement upon commercially-reasonable terms for not less than the balance of the term of this Agreement.

(c) Purchase Price. The purchase price for the Big Frog Store will be its fair market value, determined in a manner consistent with reasonable depreciation of the Big Frog Store's equipment, signs, inventory, materials, and supplies, provided that the Big Frog Store will be valued as an independent business and its value will not include any value for:

(i) the Franchise or any rights granted by this Agreement;

(ii) the Marks; or

(iii) participation in the network of Big Frog Stores.

The Big Frog Store's fair market value will include the unamortized cost of leasehold improvements and goodwill you developed in the market of the Big Frog Store that exists independent of the goodwill of the Marks and the System. The length of the remaining term of the lease for the Site will also be considered in determining the Big Frog Store's fair market value.

We may exclude from the assets purchased cash or its equivalent and any equipment, signs, inventory, materials, and supplies that are not reasonably necessary (in function or quality) to the Big Frog Store's operation or that we have not approved as meeting standards for Big Frog Stores, and the purchase price will reflect such exclusions.

(d) Appraisal. If we and you are unable to agree on the Big Frog Store's fair market value, its fair market value will be determined by three (3) independent certified business appraisers who collectively will conduct one (1) appraisal. We will appoint one (1) appraiser, you will appoint one (1) appraiser and the two party-appointed appraisers will appoint the third appraiser. You and we agree to select our respective appraisers within fifteen (15) days after we notify you that we are exercising our option to purchase the Big Frog Store, and the two appraisers so chosen are obligated to appoint the third appraiser within fifteen (15) days after the date on which the last of the two party-appointed appraisers was appointed. You and we will bear the cost of our own appraisers and share equally the fees and expenses of the third appraiser chosen by the two party-appointed appraisers. The appraisers are obligated to complete their appraisal within thirty (30) days after the third appraiser's appointment. At our option, you must deliver to us title and possession of the Big Frog Store and the Assets associated with it prior to the closing and prior to the completion of the appraisal process. If we decide to do so, we will assume and be responsible for all costs and expenses associated with operating the Big Frog Store from, and the transfer will be complete at the time we exercise the option with the closing to consist solely of payment of the purchase price and delivery of signed documents.

The purchase price will be paid at the closing of the purchase, which will take place not later than 90 days after determination of the purchase price. We have the right to set off against the purchase price, and thereby reduce the purchase price by, any and all amounts you or your owners owe to us. At the closing, you agree to deliver instruments transferring to us:

(i) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales taxes paid by us and transfer taxes paid by you; and

(ii) all licenses and permits of the Big Frog Store which may be assigned or transferred; and

(iii) the leasehold interest and improvements in the Site.

If you cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, the closing of the sale will be accomplished through an escrow. You and your owners further agree to execute mutual general releases, in the form attached to the Disclosure Document, of any and all claims against you, us and our respective shareholders, officers, directors, employees, agents, successors, and assigns.

17.6 Continuing Obligations. All of our and your (and your owners' and affiliates') obligations which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire. Examples include indemnification, payment, identification, and dispute resolution provisions.

18. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.

18.1 Independent Contractors. You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that we and you are and will be independent contractors and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner or employee of the other for any purpose. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, Big Frog Store personnel, and others as the owner of the Big Frog Store under a franchise we have granted and to place such notices of independent ownership on such forms, business cards, stationery, and advertising and other materials as we may periodically require. If you do not do so, we may place the notices and accomplish the foregoing as we see fit, and you must reimburse us for doing so.

18.2 No Liability for Acts of Other Party. You agree not to employ any of the Marks in signing any contract or applying for any license or permit, or in a manner that may result in our liability for any of your indebtedness or obligations, and that you will not use the Marks in any way we have not expressly authorized. Neither we nor you will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name or on behalf of the other, represent that our respective relationship is other than franchisor and franchisee, or be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing. We will not be obligated for any damages to any person or property directly or indirectly arising out of the Big Frog Store's operation or the business you conduct pursuant to this Agreement.

18.3 Taxes. We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, payroll, property, or other taxes, whether levied upon you or the Big Frog Store, in connection with the business you conduct except any taxes we are required by law to collect from you with respect to purchases from us. Except for taxes that we are required by law to collect from you, payment of all taxes is your responsibility. You must reimburse us for any taxes we must pay to any state taxing authority on account of either your operation or payments you make to us.

18.4 Indemnification. You agree to indemnify, defend and hold us, our Affiliates, and our respective shareholders, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") harmless from, and to reimburse any one or more of the Indemnified Parties for all claims, obligations, and damages described in this Section, any and all taxes arising out of the operation of your Big Frog Store, and any and all claims and liabilities directly or indirectly arising out of the Big Frog Store's operation (even if our negligence is alleged, but not proven); any element of your development, opening, and operation of your Big Frog Store, including (without limitation) any personal injury, death, or property damage suffered by any customer, visitor, operator, employee, or guest of the Big Frog Store; crimes committed on or near your Big Frog Store or vehicles used by your Big Frog Store; all acts, errors, neglects, or omissions engaged in by you, your contractors or subcontractors, as well as any third party, arising out of or related to the design, construction, conversion, build-out, outfitting, remodeling, renovation, or upgrading of your Big Frog Store, whether or not any of the foregoing was approved by us; defects in any Big Frog Store you construct and/or operate, whether or not discoverable by you or by us; all acts, errors, neglects or omissions of you or the Big Frog Store and/or the owners, officers, directors, management, employees, agent, servants, contractors, partners, proprietors, affiliates or representatives of you or Big Frog Store (or any third party acting on ,your behalf or at your direction), whether in connection with the Big Frog Store or otherwise; except if resulting from our gross negligence or willful misconduct, all liabilities arising from or related to your offer, sale and/or delivery of products and/or services as contemplated by this Agreement; and, any action by any customer of yours or visitor to your Big Frog Store or any other facility of your franchised business; or your breach of this Agreement.

For purposes of this indemnification, "claims" includes all obligations, damages (actual, consequential or otherwise), and costs reasonably incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, reasonable accountants', arbitrators', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution, and travel and living expenses. We have the right to defend any such claim against us. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

18.5 Delegation. You agree that we shall have the right to delegate to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted (1) the performance of any portion or all of our obligations under this Agreement, and (2) any right that we have under this Agreement. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Agreement.

19. ENFORCEMENT.

19.1 Severability; Substitution of Valid Provisions. Except as otherwise stated in this Agreement, each term of this Agreement, and any portion of any term, are severable. The remainder of this Agreement will continue in full force and effect. To the extent that any provision restricting your competitive activities is deemed unenforceable, you and we agree that such provisions will be enforced to the fullest extent permissible under governing law. This Agreement will be deemed automatically modified to comply with such governing law if any applicable law requires: (a) a greater prior notice of the termination of or refusal to renew this Agreement; or (b) the taking of some other action not described in this Agreement; or (c) if any System Standard is invalid or unenforceable. We may modify such invalid or unenforceable provision to the extent required to be valid and enforceable. In such event, you will be bound by the modified provisions.

19.2 Waivers. We will not be deemed to have waived our right to demand exact compliance with any of the terms of this Agreement, even if at any time: (a) we do not exercise a right or power available to us under this Agreement; or (b) we do not insist on your strict compliance with the terms of this Agreement; or (c) if there develops a custom or practice which is at variance with the terms of this Agreement; or (d) if we accept payments which are otherwise due to us under this Agreement. Similarly, our waiver of any particular breach or series of breaches under this Agreement or of any similar term in any other agreement between you and us or between us and any other franchise owner, will not affect our rights with respect to any later breach by you or anyone else.

19.3 Limitation of Liability. Neither of the parties will be liable for loss or damage or deemed to be in breach of this Agreement if failure to perform obligations results from:

(a) compliance with any law, ruling, order, regulation, requirement, or instruction of any federal, state or municipal government, or any department or agency thereof;

(b) acts of God, terror, war, or similar events;

(c) acts or omissions of a similar event or cause.

However, such delays or events do not excuse payments of amounts owed at any time.

19.4 Approval and Consents. Whenever this Agreement requires our advance approval, agreement, or consent, you agree to make a timely written request for it. Our approval or consent will not be valid unless it is in writing. Except where expressly stated otherwise in this Agreement, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. If we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, we will not be deemed to have made any warranties or guarantees on which you may rely, and will not assume any liability or obligation to you.

19.5 Waiver of Punitive Damages. **EXCEPT FOR YOUR OBLIGATIONS TO INDEMNIFY US AND CLAIMS FOR UNAUTHORIZED USE OF THE MARKS OR CONFIDENTIAL INFORMATION, YOU AND WE EACH WAIVE TO THE FULL EXTENT PERMITTED BY LAW ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. YOU AND WE ALSO AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.**

19.6 Limitations of Claims. **ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP AMONG YOU AND US MUST BE MADE BY WRITTEN NOTICE TO THE OTHER PARTY WITHIN 1 YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHEN IT BECOMES KNOWN); EXCEPT FOR CLAIMS ARISING FROM: (A) UNDER-REPORTING OF GROSS REVENUES; (B) UNDER-PAYMENT OF AMOUNTS OWED TO US OR OUR AFFILIATES; (C) CLAIMS FOR INDEMNIFICATION; AND/OR (D) UNAUTHORIZED USE OF THE MARKS. HOWEVER, THIS PROVISION DOES NOT LIMIT THE RIGHT TO TERMINATE THIS AGREEMENT IN ANY WAY.**

19.7 Governing Law. **EXCEPT TO THE EXTENT THIS AGREEMENT OR ANY PARTICULAR DISPUTE IS GOVERNED BY THE U.S. TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §1051 AND THE SECTIONS FOLLOWING IT) OR OTHER FEDERAL LAW, THIS AGREEMENT AND THE FRANCHISE ARE GOVERNED BY FLORIDA LAW WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES, EXCLUDING ANY LAW REGULATING THE SALE OF FRANCHISES OR BUSINESS OPPORTUNITIES OR GOVERNING THE RELATIONSHIP BETWEEN A FRANCHISOR AND FRANCHISEE, OR BETWEEN A BUSINESS OPPORTUNITY SELLER AND PURCHASER, UNLESS THE JURISDICTIONAL REQUIREMENTS OF SUCH LAWS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION.** References to any law or regulation also refer to any Renewal laws or regulations and any impending regulations for any statute, as in effect at the relevant time. References to a governmental agency also refer to any Renewal regulatory body that succeeds to the function of such agency.

19.8 Jurisdiction. **YOU AND WE CONSENT, AND IRREVOCABLY SUBMIT TO, THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS OF COMPETENT JURISDICTION FOR PINELLAS COUNTY, FLORIDA, AND WAIVE ANY OBJECTION TO THE JURISDICTION AND VENUE OF SUCH COURTS. THE EXCLUSIVE CHOICE OF JURISDICTION DOES NOT PRECLUDE THE BRINGING OF ANY ACTION BY**

THE PARTIES FOR THE ENFORCEMENT OF ANY JUDGMENT IN ANY OTHER APPROPRIATE JURISDICTION.

19.9 Waiver of Jury Trial. **YOU AND WE EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US.**

19.10 Cumulative Remedies. The rights and remedies provided in this Agreement are cumulative and neither you nor we will be prohibited from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

19.11 Costs and Attorney Fees. You shall pay all costs and expenses (including reasonable fees of attorneys and other engaged professionals) incurred by us in successfully enforcing this Agreement, issuing notices of default under the terms of this Agreement, or obtaining any remedy arising from the breach of this Agreement. The existence of any claims, demands, or actions that you may have against us, whether arising from this Agreement or otherwise, shall not constitute a defense to our enforcement of your or any equitable owners if you are a Business Entity, representations, warranties, covenants, agreements or obligations herein. Additionally, the prevailing party in any arbitration or litigation arising out of or relating to this Agreement shall be entitled to recover from the other party all damages, costs, and expenses, including court costs and reasonable attorney fees, incurred by the prevailing party in successfully enforcing any provision of this Agreement.

19.12 Binding Effect. This Agreement is binding on and will inure to the benefit of our successors and assigns. This Agreement will also be binding on your successors and assigns, and your heirs, executors, and administrators, except as otherwise provided in this Agreement.

19.13 Entire Agreement. This Agreement, including the introduction, addenda, and attachments to it, constitutes the entire agreement between you and us. Notwithstanding the foregoing, nothing in the Agreement is intended to disclaim the representations we made in the Disclosure Document that we furnished to you. There are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both you and us.

19.14 No Liability to Others; No Other Beneficiaries. We will not, because of this Agreement or by virtue of any approvals, advice, or services provided to you, be liable to any person or legal entity who is not a party to this Agreement. Except as specifically described in this Agreement, no other party has any rights because of this Agreement.

19.15 Construction. The headings of the sections are for convenience only. If two or more persons are at any time franchise owners hereunder, whether or not as partners or joint venturers, their obligations and liabilities to us are joint and several. This Agreement may be signed in multiple copies, each of which will be an original

19.16 Certain Definitions. The term "family member" refers to parents, spouses, offspring and siblings. The term "affiliate" means any Business Entity directly or indirectly owned or controlled by a person, under common control with a person, or controlled by a person. The terms "franchisee", "franchise owner", "you" and "your" are applicable to one or more persons and a Business Entity, if applicable. The singular use of any pronoun also includes the plural and the masculine and neuter usages include the other and the feminine. The term "person" includes individuals, corporations, partnerships (general or limited), limited liability companies, and all artificial or legal entities. The term "section" refers to a section or subsection of this Agreement. The word "control" means the power to direct or cause the direction of management and policies. The word "owner" means any person holding a direct or indirect, legal or beneficial ownership interest or voting rights in another person (or a transferee of this Agreement or an interest in you), including any person who has a direct or indirect interest in you or this Agreement and any person who has any other legal or equitable interest, or the power to vest in himself any legal or equitable interest, in the revenue, profits, rights, or assets.

19.17 Timing is of the Essence. It will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement. In computing time periods from one date to a later date, the words "from" and "commencing on" (and the like) mean "from and including"; and the words "to," "until" and "ending on" (and the like) mean "to but excluding." Indications of time of day mean Florida time.

19.18 Mediation. During the term of this Agreement, certain disputes may arise between you and us that may be resolvable through mediation. To facilitate such resolution, you and we agree that each party must, before commencing any litigation proceeding, submit the dispute for non-binding mediation to be conducted at our headquarters in Pinellas County, Florida, to one mediator, appointed under the Mediation Rules of the Pinellas County Circuit Courts. The mediator will conduct a mediation in accordance with such rules. You and we agree that any statements made by either you or us in any such mediation proceeding will not be admissible in any subsequent arbitration or other legal proceeding. Each party will bear its own costs and expenses of conducting the mediation and share equally the costs of any third parties who are required to participate. Nevertheless, both you and we have the right in a proper case to obtain temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction. However, the parties must submit the dispute for non-binding mediation immediately and contemporaneously.

19.19 Private Disputes. **ANY DISPUTE AND ANY LITIGATION WILL BE CONDUCTED AND RESOLVED ON AN INDIVIDUAL BASIS ONLY AND NOT A CLASS-WIDE, MULTIPLE PLAINTIFF OR SIMILAR BASIS. ANY SUCH PROCEEDING WILL NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING INVOLVING ANY OTHER PERSON, EXCEPT FOR DISPUTES INVOLVING AFFILIATES OF THE PARTIES.**

19.20 Anti-Terrorism Compliance. You agree to comply with, and/or assist us to the fullest extent possible in our efforts to comply with, Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war (the "Anti-Terrorism Laws"). In connection with such compliance you certify, represent and warrant that none of your property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that you are not otherwise in violation of any of the Anti-Terrorism Laws. Any violation of the Anti-Terrorism Laws by you or your employees or any "blocking" of your assets under the Anti-Terrorism Laws constitute grounds for immediate termination of this Agreement and any other agreements you have entered into with us or any of our affiliates, in accordance with the termination provisions of this Agreement.

19.21 Our Withholding of Consent – Your Exclusive Remedy. In no event may you make any claim for money damages based on any claim or assertion that we have unreasonably withheld or delayed any consent or approval under this Agreement. You waive any such claim for damages. You may not claim any such damages by way of setoff, counterclaim or defense. Your sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions, for specific performance or for declaratory judgment.

20. NOTICES AND PAYMENTS.

All written notices and reports permitted or required under this Agreement or by the Manuals will be deemed delivered:

(a) 1 business day after being placed in the hands of a commercial airborne courier service for next business day delivery; or

(b) 3 business days after placement in the United States mail by certified mail, return receipt requested, postage prepaid.

All such notices must be addressed to the parties as follows:

If to Us:	Big Frog Custom T-Shirts, Inc. 533 Main St. Dunedin, Florida 34698 Attention: Dr. Christina P. Bacon
If to You:	The address listed on Attachment A.

Either you or we may change the address for delivery of all notices and reports and any such notice will be effective within 10 business days of any change in address. Any required payment or report not actually received by us during regular business hours on the date due (or postmarked by postal authorities at least 2 days prior to such date, or in which the receipt from the commercial courier service is not dated prior to 2 days prior to such date) will be deemed delinquent.

Intending to be bound, you and we sign and deliver this Agreement in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

"US":	"YOU":
BIG FROG CUSTOM T-SHIRTS, INC. doing business as Big Frog Franchise Group	
By:____________________ Name: ____________________ Title: ____________________ Date:____________________	By: ____________________ Name: ____________________ Title: ____________________ Date: ____________________
	By:____________________ Name:____________________ Title: ____________________ Date:____________________

ATTACHMENT A

FRANCHISE DATA SHEET

1. The Effective Date set forth in the introductory Paragraph of the Franchise Agreement is: ___________ ____, 201_.

2. The Franchise Owner set forth in the introductory Paragraph of the Franchise Agreement is: ____

3. The address for notices and payments to Franchise Owner under Section 20 of the Franchise Agreement is :

   ____
   ____

4. Your Site is located at:

5. Your Designated Marketing Area is the following geographic area less any Unconventional Locations such as amusement parks, college campuses, military bases, enclosed shopping malls, etc.:

Check box ☐ if map is attached.

ATTACHMENT B

STATEMENT OF OWNERSHIP

Franchisee: ____

Trade Name (if different from above): ____

Form of Ownership
(Check One)

____ Individual ____ Partnership ____ Corporation ____ Limited Liability Company

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a Limited Liability Company, give the state and date of formation, the name of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation: ____

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners

Name	Address	Percentage Owned

Principal Manager. The following individual is hereby designated the Principal Manager of the Franchise business. Big Frog Custom T-Shirts, Inc., and all of its vendors, suppliers, and associates may rely entirely on instructions from said Principal Manager on behalf of the aforesaid franchise, to the exclusion of, and overriding, instructions from anyone else purporting to represent the franchise. The only accepted method to change the identification of the Principal Manager is to produce a signed statement to that effect, signed by 100% of the owners of the Franchise.

Name of Principal Manager: ____

Franchisee acknowledges that this Statement of Ownership applies to the Big Frog Store Business authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported to Franchisor in writing.

FRANCHISEE:
Business Entity name (if any):

By: ________________________________
Print Name: __________________________
Title: _______________________________
Date: _______________________________

ATTACHMENT C

PRINCIPAL OWNER'S GUARANTY

This Guaranty must be signed by each of the principal owners, and their spouses, (referred to as "you" or "your" for purposes of this Guaranty only) of ________________________ ________________________ (the "Business Entity") under the Franchise Agreement dated ________________ (the "Agreement") with **Big Frog Custom T-Shirts, Inc., doing business as Big Frog Franchise Group, a Florida Corporation** ("we," "us" or "our").

1. Incorporation of Terms. Each term of the Agreement is incorporated into this Guaranty.

2. Guaranty. In consideration of and as an inducement to us signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: guarantee to us and our successors and assigns that (a) the Business Entity will punctually pay and perform every obligation and obey every restriction and covenant set forth in the Agreement and (b) each of you agrees to be personally bound by, and personally liable for the breach of, each and every obligation, restriction and covenant in the Agreement.

3. Payment. If the Business Entity fails to make any payment when due or otherwise defaults under any of the terms of the Agreement, immediately upon demand, you will pay to us the full amount owed, plus any interest or penalty allowed under the Agreement. All payments are made without set-off, deduction or withholding for any reason, and are final and free from any defense, claim or counterclaim of you, except the defense that the Business Entity has paid all obligations in full.

4. Waivers. Each of you waives: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

5. Consents and Agreements. Each of you consents and agrees that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may periodically grant to the Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

6. Enforcement Costs. If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

7. Effectiveness. Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Florida law and we may enforce our rights regarding it in the courts of Pinellas County, Florida. Each of you irrevocably submits to the jurisdiction and venue of such courts.

Each of you now signs and delivers this Guaranty effective as of the date of the Agreement regardless of the actual date of signature. Each of the undersigned Guarantors represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is not married.

Signature Of Each Guarantor	**Percentage Of Ownership In Franchisee**
____________________________________	___________%
____________________________________	___________%
____________________________________	___________%
____________________________________	___________%
____________________________________	___________%

EXHIBIT B:

FINANCIAL STATEMENTS

Big Frog Custom T-Shirts, Inc.
d/b/a Big Frog Franchise Group

Financial Statements

December 31, 2017, 2016 and 2015

PDR
CPAs + ADVISORS

BIG FROG CUSTOM T-SHIRTS, INC.
D/B/A BIG FROG FRANCHISE GROUP
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Oldsmar / Tampa / St. Petersburg

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INDEPENDENT AUDITOR'S REPORT

To the Managing Members of
Big Frog Custom T-Shirts, Inc.
d/b/a Big Frog Franchise Group
Dunedin, Florida

We have audited the accompanying financial statements of Big Frog Custom T-Shirts, Inc. d/b/a Big Frog Franchise Group (the Company), which comprise the balance sheets as of December 31, 2017 and 2016, and the related statements of operations, changes in stockholders' equity, and cash flows for the years then ended, 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 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 audits. 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.

CONTINUED

INDEPENDENT AUDITOR'S REPORT - CONTINUED

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Big Frog Custom T-Shirts, Inc., d/b/a Big Frog Franchise Group, as of December 31, 2017 and 2016, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Prior Period Financial Statements

The financial statements of Big Frog Custom T-Shirts, Inc., d/b/a Big Frog Franchise Group as of December 31, 2015, were audited by other auditors whose report dated March 30, 2016, expressed an unmodified opinion on those statements.

PDR CPAs + Advisors

Oldsmar, Florida
February 28, 2018

BIG FROG CUSTOM T-SHIRTS, INC.
D/B/A BIG FROG FRANCHISE GROUP
BALANCE SHEETS
DECEMBER 31, 2017, 2016, AND 2015

ASSETS

	2017	2016	2015
Current Assets			
Cash and equivalents	$ 416,090	$ 387,687	$ 143,533
Accounts receivable, net	219,350	174,328	104,528
Inventories	45,350	33,005	70,793
Prepaid expenses and other current assets	86,747	38,799	2,593
Current portion of notes receivable from franchises	36,674	31,890	29,095
Due from related party	-	-	72,000
Total current assets	804,211	665,709	422,542
Property and Equipment, Net	106,806	113,916	110,300
Other Assets			
Notes receivable from franchises, net of current portion	26,631	37,871	61,279
Intangible assets, net	2,016	2,201	2,279
	28,647	40,072	63,558
	$ 939,664	$ 819,697	$ 596,400

LIABILITIES AND STOCKHOLDERS' EQUITY

	2017	2016	2015
Current Liabilities			
Accounts payable	$ 80,310	$ 68,214	$ 51,793
Accrued expenses	346	578	26,909
Deferred revenue	333,375	300,750	94,675
Marketing accrual fund, net	222,384	176,875	117,611
Current portion of notes payable	30,022	30,781	29,138
Total current liabilities	666,437	577,198	320,126
Long-Term Liabilities			
Long-term notes payable, net	214,288	242,312	267,632
Total liabilities	880,725	819,510	587,758
Stockholders' Equity (Deficit)			
Common stock, $.01 par value, 1,000,000 shares authorized, 964,500, 964,500, and 960,500 shares issued and outstanding, respectively	9,645	9,645	9,605
Additional paid-in capital	262,105	262,105	252,145
Accumulated deficit	(212,811)	(271,563)	(253,108)
	58,939	187	8,642
	$ 939,664	$ 819,697	$ 596,400

See accompanying notes to financial statements

BIG FROG CUSTOM T-SHIRTS, INC.
D/B/A BIG FROG FRANCHISE GROUP
STATEMENTS OF OPERATIONS
YEARS ENDED DECEMBER 31, 2017, 2016, AND 2015

	2017	2016	2015
Revenues			
Franchise royalty revenue	$ 1,304,894	$ 1,082,714	$ 921,481
Merchandise and other income	921,730	903,979	873,991
Franchise fees	585,180	305,715	277,881
Total revenues	2,811,804	2,292,408	2,073,353
Cost of Goods Sold	617,716	599,804	594,366
Gross profit	2,194,088	1,692,604	1,478,987
Operating Expenses			
Payroll expenses	1,143,994	943,386	714,100
Other operating expense	687,414	507,919	488,680
Franchise commissions and consulting fees	191,657	95,500	157,761
Rent	90,014	90,262	75,725
Bad debt expense	12,135	41,020	11,180
Depreciation and amortization	17,232	18,578	12,066
Total operating expenses	2,142,446	1,696,665	1,459,512
Income (Loss) from operations	51,642	(4,061)	19,475
Other Income (Expense)			
Gain on sale of asset	16,466	-	-
Interest income	28,997	10,376	9,549
Interest expense	(18,353)	(19,170)	(19,257)
	27,110	(8,794)	(9,708)
Net Income (Loss)	$ 78,752	$ (12,855)	$ 9,767

See accompanying notes to financial statements

BIG FROG CUSTOM T-SHIRTS, INC.
D/B/A BIG FROG FRANCHISE GROUP
STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
DECEMBER 31, 2017, 2016, AND 2015

	Common Stock		Additional Paid-in	Accumulated	Total Stockholders Equity
	Shares	Amount	Capital	Deficit	(Deficit)
Balance at December 31, 2014	960,500	$ 9,605	$ 252,145	$ (262,875)	$ (1,125)
Net income	-	-	-	9,767	9,767
Balance at December 31, 2015	960,500	9,605	252,145	(253,108)	8,642
Issuance of stock	4,000	40	9,960	-	10,000
Distribution to stockholders				(5,600)	(5,600)
Net loss	-	-	-	(12,855)	(12,855)
Balance at December 31, 2016	964,500	9,645	262,105	(271,563)	187
Distribution to stockholders	-	-	-	(20,000)	(20,000)
Net income	-	-	-	78,752	78,752
Balance at December 31, 2017	964,500	$ 9,645	$ 262,105	$ (212,811)	$ 58,939

See accompanying notes to financial statements

BIG FROG CUSTOM T-SHIRTS, INC.
D/B/A BIG FROG FRANCHISE GROUP
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2017, 2016, AND 2015

	2017	2016	2015
Cash Flows from Operating Activities			
Net income (loss)	$ 78,752	$ (12,855)	$ 9,767
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:			
Depreciation and amortization	17,232	18,578	12,066
Amortization of debt issuance cost	788	788	-
Bad debt expense	12,135	41,020	11,180
Stock-based compensation	-	10,000	-
Gain on sale of asset	(16,466)	-	-
Decrease (Increase) in:			
Accounts receivable	(57,157)	(110,820)	27,148
Due from related party	-	72,000	(72,000)
Inventories	(12,345)	37,788	(37,857)
Prepaid expenses and other assets	(47,948)	(36,206)	960
Notes receivable from franchises	6,456	20,613	6,567
Deferred franchise commission fees	-	-	48,000
Increase (Decrease) in:			
Accounts payable	12,097	16,421	(35,331)
Accrued expenses	(232)	(26,331)	19,597
Deferred revenue	32,625	206,075	(74,575)
Marketing fund accrual	45,509	59,264	3,605
Net cash provided by (used in) operating activities	71,446	296,335	(80,873)
Cash Flows from Investing Activities:			
Purchases of property and equipment	(21,172)	(20,804)	(18,294)
Proceeds from the sale of property and equipment	27,700	-	-
Net cash provided by (used in) investing activities	6,528	(20,804)	(18,294)
Cash Flows from Financing Activities			
Distributions	(20,000)	(5,600)	-
Repayment of long-term notes payable	(29,571)	(25,777)	(33,577)
Net cash used in financing activities	(49,571)	(31,377)	(33,577)
Net Increase (Decrease) in Cash	28,403	244,154	(132,744)
Cash and Equivalents at Beginning of Year	387,687	143,533	276,277
Cash and Equivalents at End of Year	$ 416,090	$ 387,687	$ 143,533

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

	2017	2016	2015
Cash paid for interest during the year	$ 17,565	$ 18,382	$ 19,257

See accompanying notes to financial statements

NOTE A - GENERAL

Nature of Operations

Big Frog Custom T-Shirts, Inc., d/b/a Big Frog Franchise Group (the Company), was formed to offer franchises to qualified professionals including, without limitation, entrepreneurs, business developers, and people looking to start their own opportunity (Franchisees) to operate their own franchised business (Big Frog Custom T-Shirts) and provide custom decorated t-shirts and apparel, and is incorporated in the state of Florida. The Franchise Agreement grants Franchisees the right to purchase printing equipment, forms, supplies, advertising materials, and merchandise from the Company and approved suppliers to sell custom printed products to their customers. Franchisees are licensed to use the Big Frog brand name, within a conditionally designated geographic territory for an initial term of ten years with renewal rights.

The Company provides a comprehensive initial training program for the Franchisees. Throughout the term of the Franchise Agreement, the Company continues to provide operational assistance, marketing programs, advertising materials, support systems, and special educational curricula to accommodate the developing needs of the franchise system. The Company's proprietary method for doing business as a franchise is set forth in the Confidential Operations Manual that, during the term of the Franchise Agreement, is loaned to the Franchisee and periodically updated by the Company to include newly developed information and operating procedures.

The Franchisees' initial costs to set up a Big Frog Custom T-Shirt Franchise generally range from $205,750 to $239,200. The Company will provide certain services and products to the Franchisees for these fees. The complete details of the fees to be paid by the Franchisees and the services, products, and equipment are listed in the Company's Franchise Disclosure Document (FDD), which is in substantial compliance with Federal Trade Commission (FTC) regulations entitled "Disclosure Requirements and Prohibition Concerning Franchise and Business Opportunity Ventures," as set forth in 16 CFR, Section 436.1, et. seq. (FTC franchise).

The Franchise Agreement currently establishes a monthly royalty fee of 6% of gross revenue, with a minimum monthly fee of $1,200; the minimum monthly fee is effective 6 months subsequent to the franchise opening for business. For franchises granted from 2012 through March 2014, the monthly royalty fee changed to 5% of gross revenue up to $240,000, 4% for gross revenue from $240,000 to $360,000, 3.5% for gross revenue from $360,000 to $480,000 and 3% on gross revenue above $480,000. Royalty fees for new Franchisees are applied beginning the first month in which the Franchisee opens their Big Frog Custom T-Shirt store.

NOTE A - GENERAL - CONTINUED

Nature of Operations - Continued

The Company does not presently operate any company-owned Big Frog Custom T-Shirt stores similar to franchises being offered. As of December 31, 2017, 2016 and 2015, 98, 83 and 70 franchises for these Big Frog Custom T-Shirts franchises were granted to Franchisees, respectively, and 81, 70 and 63 are in operation, respectively. Of the franchises granted, 15 were granted during 2017, 13 were granted during 2016, and 4 were granted during 2015. During the years ended December 31, 2017, 2016 and 2015, 7, 4 and 3 franchises, respectively, transferred ownership.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements of the Company have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (US GAAP).

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates. Significant estimates include useful lives of related assets, and collectability of accounts and notes receivable.

Cash and Equivalents

Operating cash primarily consists of amounts held on deposit at commercial banks. For the purposes of the statements of cash flows, management considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash held in financial institutions in excess of federally-insured limits. From time to time throughout the years ended December 31, 2017, 2016, and 2015, the Company's cash balance may have exceeded the federally insured limit. However, the Company has not experienced and does not expect to incur any losses in such accounts.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Accounts Receivable

Accounts receivable at December 31, 2017, 2016, and 2015 represent the remaining balances due on new franchisee agreements after the completion of the equipment installation and the net realizable value of supply sales from Franchisees, as well as royalty and other fees charged in accordance with the franchise agreement. Management continually evaluates the need for an allowance for doubtful accounts based on existing economic conditions, the financial conditions of the customers, and the amount and age of past due accounts. Accounts are written off against the allowance for doubtful accounts when determined uncollectable. As of December 31, 2017, 2016, and 2015, the allowance for doubtful accounts was $44,410, $62,275, and $25,560, respectively.

Inventories

From time to time, the Company holds inventories of ink cartridges, printers, and supplies, which are sold to the Franchisees for their direct to garment printing services. Inventories are stated at the lower of average cost or market with cost determined by the first-in, first-out method. The Company has not recorded a reserve for obsolete or slow-moving inventory.

Property and Equipment

Property and equipment are recorded at cost when acquired. Depreciation is provided by charges to operations using the straight-line method over the estimated useful lives of the assets. The lives used in computing depreciation are as follows:

	Years
Computer equipment	3 - 7
Furniture and fixtures	5 - 7
Leasehold improvements	7 - 39
Office equipment	5 - 7

Expenditures for maintenance, repairs, and betterments which do not improve or extend the useful life of the respective asset are expensed. All other expenditures for renewals and betterments in excess of $500 are capitalized. The assets and related depreciation accounts are adjusted for property retirements and disposals with the resulting gain or loss included in income.

Long-Lived Assets

When facts and circumstances indicate that the carrying values of long-lived assets may be impaired, an evaluation of recoverability is performed by comparing the carrying values of the assets to projected undiscounted future cash flows in addition to other quantitative and qualitative analyses. Upon indication that the carrying values of such assets may not be recoverable, the Company recognizes an impairment loss by a charge against current operations. There were no impairment charges related to long-lived assets for the years ended December 31, 2017, 2016, and 2015.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Construction in Progress

The Company constructed leasehold improvements to its corporate office space, which were classified as construction in progress at December 31, 2015, and were completed and placed into service during 2016, at which time depreciation began.

Intangible Assets

Intangible assets, which consist of a trademark and logo, are amortized using the straight-line method over 20 years. Amortization expense for each of the years ended December 31, 2017, 2016, and 2015 amounted to $184, $184, and $185, respectively.

Loan Costs

Loan costs associated with a financing arrangement are amortized using the straight-line method over 10 years, the length of the loan, and are classified as a reduction of the note payable balance on the balance sheets. Amortization expense for each of the years ended December 31, 2017, 2016, and 2015 amounted to $788, $788, and $787, respectively.

Marketing Fund Accrual

The Company collects fees for a marketing fund to be used for future marketing endeavors on behalf of the franchisees. Fees are billed to franchisees at 1.50% of gross monthly sales. Currently management has implemented a $300 per month cap on marketing fees for franchises that meet timely reporting requirements. During the years ended December 31, 2017, 2016, and 2015, fees collected were $244,338, $212,369, and $186,804, respectively, and fees used for marketing expenses amounted to $198,828, $153,105, and $183,199, respectively.

Initial Franchise Fee Income Recognition and Deferred Revenue

The Company recognizes the entire initial, non-refundable franchise fee and related equipment and start-up product sales as income when installation of equipment and corresponding initial training in the use of the equipment has been satisfactorily completed by the Franchisee. As of December 31, 2017, 2016, and 2015, the Company had certain initial service obligations still remaining to some franchisees, all of whom had remitted payment of the initial franchise fees. These fees are included in deferred revenue on the accompanying balance sheets and amounted to $322,875, $300,750, and $62,150 at December 31, 2017, 2016, and 2015, respectively.

Also included in deferred revenue are fees collected from Franchisees to attend the Company's annual Frog-a-Thon convention, which totaled $10,500 at December 31, 2017 and $32,525 at December 31, 2015. No such fees were included in deferred revenue at December 31, 2016.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Franchise Referral and Commission Fees

The Company has agreements with several franchise brokers to facilitate the referral of potential franchisees. Under these agreements, the Company pays fees for each franchise sold that was referred to the Company by the franchise brokers. The Company recognizes the entire franchise commission fee when franchise fee revenue is recognized.

Product Sales and Royalties

The costs of setting up a store at a Franchisee's office, leasehold improvement, furniture and other equipment are the sole responsibility of the Franchisee and are not included in the initial franchise fee received by the Company. Printing supplies and equipment used in the operation of a Franchisee store are purchased separately from the Company and are recognized as revenue on the accrual basis. Royalties received from merchandise sales are recorded as income when earned.

Advertising Costs

Advertising and promotional costs for the Company are expensed in the period incurred. These costs amounted to $1,556, $3,291, and $747 for the years ended December 31, 2017, 2016, and 2015, respectively.

Income Taxes

The Company has elected S Corporation status under provisions of the Internal Revenue Code, which provides that the stockholders are taxed on the Company's taxable income. Accordingly, no provision for income taxes has been recorded in the financial statements.

Uncertain Tax Positions

The Company identifies and evaluates uncertain tax positions, if any, and recognizes the impact of uncertain tax positions for which there is a less than more-likely-than-not probability of the position being upheld when reviewed by the relevant taxing authority. Such positions are deemed to be unrecognized tax benefits and a corresponding liability is established on the balance sheet. The Company has not recognized a liability for uncertain tax positions. If there were an unrecognized tax benefit, the Company would recognize interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. The Company's tax years subject to examination by the Internal Revenue Service generally remain open for three years from the date of filing.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Reclassifications

Certain amounts in the 2015 and 2016 financial statements have been reclassified to conform to the 2017 presentation. Total stockholders' equity and net income are unchanged due to these reclassifications.

NOTE C - RELATED PARTY TRANSACTIONS

Due from Related Party

Due from related party represents unsecured, non-interest bearing notes issued in 2015, and are due from BBD Real Estate Holdings, Inc. ("BBD"), an independent corporation owned by certain stockholders of the Company. The notes contain no demand provisions and were repaid in March 2016. The total balance of the notes due from related party at December 31, 2015 was $72,000.

Operating Lease Agreements

The Company leases its facilities from BBD under an operating lease that expires March 31, 2021. Minimum future rental payments are as follows:

Year Ending December 31,	Amount
2018	$ 80,748
2019	80,748
2020	80,748
2021	20,187
	$ 262,431

Lease expense for the years ended December 31, 2017, 2016, and 2015 was $86,400, $82,800, and $72,000, respectively, and is included as rent in the accompanying statement of operations.

NOTE D - PROPERTY AND EQUIPMENT

At December 31, 2017, 2016, and 2015, property and equipment consist of the following:

	2017	2016	2015
Computer equipment	$ 49,743	$ 42,636	$ 27,235
Furniture and fixtures	48,302	50,271	41,589
Leasehold improvements	65,506	64,758	15,790
Office equipment	16,092	18,283	18,283
Construction in progress	-	-	46,000
	179,643	175,948	148,897
Less accumulated depreciation	(72,837)	(62,032)	(38,597)
Property and equipment, net	$ 106,806	$ 113,916	$ 110,300

Depreciation was $17,048, $18,394, and $11,881 for the years ended December 31, 2017, 2016, and 2015, respectively.

NOTE E - NOTES RECEIVABLE FROM FRANCHISEES

The Company made working capital loans to certain Franchisees and agreed to finance receivables from certain Franchisees with monthly payments of principal and interest ranging from $226 to $863. The notes accrue interest at a rate of 7.50% per annum, mature in periods ranging from March 2016 to February 2020, and are unsecured. Management believes that these notes are fully collectible. The total balance of the notes receivable from Franchisees at December 31, 2017, 2016, and 2015 is $70,205, $69,761, and $90,374, respectively.

The future minimum payments receivable under the notes are as follows:

Year Ending December 31,	Amount
2018	$ 36,674
2019	25,610
2020	1,021
	$ 63,305

NOTE F - LINE OF CREDIT

During 2017, the Company entered into a $50,000 line-of-credit with a bank. The line of credit is payable on demand. The interest rate is the prime rate plus 1%, with an effective rate of 5.5% at December 31, 2017. The line-of-credit is collateralized by the assets of the Company. There is no outstanding balance at December 31, 2017 and the available line-of-credit is $50,000.

NOTE G - NOTES PAYABLE

During May 2014, the Company entered into a $350,000 SBA financing arrangement with a lender consisting of monthly payments of principal and interest of $3,886. The note accrues interest at the prime rate plus 2.75% per annum (7% at December 31, 2017) and does not contain financial covenant requirements. The financing agreement matures in May 2024, is secured by the assets of the Company, and is guaranteed by the Company's stockholders. The balance of the note at December 31, 2017, 2016, and 2015 is as follows:

	2017	2016	2015
Note payable	$ 249,297	$ 278,868	$ 304,645
Loan costs	(7,875)	(7,875)	(7,875)
Accumulated amortization	2,888	2,100	-
Current portion of notes payable	(30,022)	(30,781)	(29,138)
Long-term notes payable, net	$ 214,288	$ 242,312	$ 267,632

The future minimum payments payable under the note and future amortization of loan costs are as follows:

Years Ending December 31,	Debt Service	Amortization
2018	$ 30,022	$ 788
2019	32,193	788
2020	34,520	788
2021	37,015	788
2022	39,691	788
Thereafter	75,856	1,047
	$ 249,297	$ 4,987

NOTE H - CONCENTRATIONS

For the year ended December 31, 2017, two franchisees represented approximately 25% of the Companies outstanding accounts receivable.

NOTE I - STOCK-BASED COMPENSATION

During the year ended December 31, 2016, management issued 4,000 shares of common stock to the Board Advisory Committee as compensation for their service at the estimated fair value of $2.50 per share.

NOTE J - SUBSEQUENT EVENTS

The Company has evaluated subsequent events through February 28, 2018, the date the financial statements were available and issued. The Company is not aware of any subsequent events which would require recognition or disclosure in the financial statements.

EXHIBIT C

LIST OF CURRENT AND FORMER FRANCHISEES

LIST OF FRANCHISEES

1. **Current Operational Franchisees.** The following are the names, addresses and telephone numbers of all current Franchisees as of December 31, 2017 who are operational:

Name	Entity Name	Address	City	State	Zip Code	Phone Number
ARIZONA						
Dan Bish	Tucson Custom Apparel, Inc. dba Big Frog Custom T-Shirts of Tucson	2956 N. Campbell Ave	Tucson	AZ	85719	520-326-3764
Bernard Francisco	Ajnin, LLC dba Big Frog Custom T-Shirts of Gilbert	1719 E. Joseph Way	Gilbert	AZ	85295	480-750-8623
ARKANSAS						
Stacy Bennett	Godfrogger, Inc. dba Big Frog Custom T-Shirts of NW Arkansas	2501 SE 14th St. Ste. 11	Bentonville	AR	72712	479-464-0160
CALIFORNIA						
Randi Samuels	dba Big Frog Custom T-Shirts of Mountain View	148 Flynn Ave.	Mountain View	CA	94043	650-968-7468
Craig & Sherry Kirkpatrick	Ponddom, Inc. dba Big Frog Custom T-Shirts of San Diego – North	9917 Carmel Mountain Rd.	San Diego	CA	92129	858-538-3764
Steve Lui	SA&Y, LLC. dba Big Frog Custom T-Shirts of Clairemont Mesa	4951-B Clairemont Drive	San Diego	CA	92117	858 270-3764
COLORADO						
Karen & Alan Weber	K & A Custom Apparel, Inc. dba Big Frog Custom T-Shirts of Aurora	5588 S Parker Road	Aurora	CO	80015	303-690-5462
FLORIDA						
Matt & Mary Baehr	Baehr Enterprises, Inc. dba Big Frog Custom T-Shirts of Bradenton	7266 55th Avenue East	Bradenton	FL	34203	941-251-1200
Darren & Stacey Griffis	Tiny Toad, LLC dba Big Frog Custom T-Shirts of Brooksville	7071 Coastal Blvd.	Brooksville	FL	34613	352-610-9932
Donald Harrell	Dream Niche, LLC dba Big Frog Custom T-Shirts of Clearwater	1874 Gulf to Bay Blvd	Clearwater	FL	33765	727-734-2421
Jose Quintana	Venez Building, LLC dba Big Frog Custom T-Shirts of Kendall	12558 SW 120th St.	Kendall	FL	33186	786-242-2244
Nathan Sprowell	Dandi Enterprise, LLC dba Big Frog Custom T-Shirts of Wesley Chapel	24830 SR 54	Lutz	FL	33647	813-994-6235
Abrahan Pineda	Weedford Real Estate Investments dba Big Frog Custom T-Shirts of Bird Road Miami	9892 SW 40th St.	Miami	FL	33165	305-554-9002

Alistair Mitchell	EmmaBay dba Big Frog Custom T-Shirts of Oldsmar	3800 Tampa Rd. Unit 170	Oldsmar	FL	34683	813-749-0881
Nelida Coelho	Flo Venex, LLC dba Big Frog Custom T-Shirts of Plantation	1633 S. University Dr. #1633	Plantation	FL	33324	954-389-4788
Gerald and Karen Ayers	Frogzilla, LLC dba Big Frog Custom T-Shirts of Valrico	3450 Lithia Pinecrest Rd.	Valrico	FL	33596	813-684-2873
Wesley Parker	Wesley Parker dba Big Frog Custom T-Shirts of Winter Park	975 S. Orlando Blvd.	Winter Park	FL	32789	321-972-8879
Sean & Danette Mulligan	Sean & Danette Mulligan, LLC dba Big Frog Custom T-Shirts of St. Petersburg	1018 Central Avenue	St. Petersburg	FL	33705	727-350-1919
GEORGIA						
Gus Pitsikoulis	Big Frog Athens Inc., dba Big Frog Custom T-Shirts of Athens	1880 Epps Bridge Pkwy. Ste. 110	Athens	GA	30606	706-354-8529
Tom Landrus	Belvedere, Inc. dba Big Frog Custom T-Shirts of Buckhead	4279 Roswell Rd. NE # 203	Atlanta	GA	30342	404-252-4223
Sandi Campbell	Bright Sky Enterprizes, LLC dba Big Frog Custom T-Shirts of Cumming	1070 Market Place Blvd.	Cumming	GA	30041	770-889-3764
Michael Rickard	Rickard Enterprise, LLC dba Big Frog Custom T-Shirts of W. Cobb	3600 Dallas Hwy. Ste. 280	Marietta	GA	30064	770-627-4885
Carmen DeYoung	Barking Frog, LLC dba Big Frog Custom T-Shirts of Savannah	1909 E. Victory Dr. Ste. 101	Savannah	GA	31401	921-354-7714
Jeff Tweed	Tweed's Big Frog Inc. dba Big Frog Custom T-Shirts of Snellville	1905 Scenic Hwy. #630	Snellville	GA	30078	770-736-3300
Glen Howard	Bump's Frog Store, LLC dba Big Frog Custom T-Shirts of Augusta	4237-2 Washington Rd.	Evans	GA	30809	706-854-3764
Antalita Raynor	Innovative Creations, Inc. dba Big Frog Custom T-Shirts of Fayetteville	178 Pavilion Pkwy.	Fayetteville	GA	30214	770-719-3764
Brian Post	10th Level Enterprises, LLC dba Big Frog Custom T-Shirts of Johns Creek	2615 Peachtree Pkwy #210	Suwanee	GA	30024	678-842-3764
Michael Rickard	Rickard Enterprise, LLC dba Big Frog Custom T-Shirts of East Cobb County	1205 Johnson Ferry Rd, Ste 129	Marietta	GA	30068	770-779-7978
ILLINOIS						
Lori Jozwiak	Joz Corporation dba Big Frog Custom T-Shirts of Naperville	24024 W. Winner Circle	Plainfield	IL	60585	815-474-3857
Gail Chase	Shorewood DTG Shirts & More dba Big Frog Custom T-Shirts of Shorewood	1141 Brook Forest	Shorewood	IL	60404	815-782-6357

Jeremy Colton	Colton & Colton, Inc. dba Big Frog Custom T-Shirts of Edwardsville	8854 Edwardsville Crossing Dr.	Edwardsville	IL	62025	618-223-5788
INDIANA						
Rick Barr	Kentuckiana Small Business Enterprises, LLC dba Big Frog Custom T-Shirts of Southern Indiana	1305 Veterans Parkway #450	Clarksville	IN	47129	812-283-3771
LOUISIANA						
Joey & Christy Marceaux	Frogzilla, LLC dba Big Frog Custom T-Shirts of Hammond	1913 SW Railroad Ave Unit C	Hammond	LA	70403	985-318-0900
MARYLAND						
Tracie Mitchell	TM Colors dba Big Frog Custom T-Shirts of Prince Georges County	9301 Woodmore Center Dr. #509	Lanhan	MD	20706	301-867-6600
MICHIGAN						
Doug Rossman	Doug Rossman, Inc. dba Big Frog Custom T-Shirts of Novi	33511 Colony Park	Farmington Hills	MI	48331	248-489-8997
Ali & Alefia Hakim	ALF Apparel, Inc. dba Big Frog Custom T-Shirts of Canton	42559 Ford Road	Canton	MI	48187	734-927-7187
MINNESOTA						
Kevin Mendel	EBM Enterprises, Inc. dba Big Frog Custom T-Shirts of Bloomington	9703 Lyndale Ave.	Bloomington	MN	55420	952-224-4940
Eric Morley	SPLASH Enterprises, Inc. dba Big Frog Custom T-Shirts of Woodbury	851 Heron Ave. N	Oakdale	MN	55128	615-683-2313
Julia Lynn Turner	J & J Enterprises dba Big Frog Custom T-Shirts of Plymouth	10100 6th Ave. North	Plymouth	MN	55441	612-201-9665
Keli Casey	Casey Creative, LLC dba Big Frog Custom T-Shirts of Duluth	5115 Burning Tree Road Suite 315B	Duluth	MN	55811	218-491-4502
MISSOURI						
Stephen King	OWK Holdings, LLC dba Big Frog Custom T-Shirts of Kansas City	9022 NW Skyview Ave.	Kansas City	MO	64159	816-382-3764
John Hall	Englewood Group, LLC dba Big Frog Custom T-Shirts of St. Louis	10552 Old Olive St. Rd.	St. Louis	MO	63141	314-991-7933
Stephen King	OWK Holdings, LLC dba Big Frog Custom T-Shirts of Independence	1701 NW Fawn Ct.	Blue Springs	MO	64015	816-229-1036
MONTANA						
Brett Maas	Big Sky Frog Inc. dba Big Frog Custom T-Shirts of Billings	820 Shiloh Crossing Blvd	Billings	MT	59102	406-371-5091

NEBRASKA						
Travis Van Deursen	Van Deursen Enterprises, Inc. dba Big Frog Custom T-Shirts of Omaha	17676 Welch Plaza Ste. 3	Omaha	NE	68135	402-933-5551
NEVADA						
Troy & Shawn Jaggers	E3, LLC, dba Big Frog Custom T-Shirts of Reno	5057 S McCarran Blvd	Reno	NV	89502	775-409-4000
Robyn Brewington & Lisa Hughes	ThelmaLouise LLC dba Big Frog Custom T-Shirts of Southern Las Vegas	2600 Smoke Canyon Ave	Henderson	NV	89074	702-469-3933
NEW JERSEY						
Brian & Stephanie Young	Young's Custom Apparel, Inc., dba Big Frog Custom T-Shirts of Monmouth	2412 U.S. 9	Howell	NJ	07731	732-719-8880
Doug Hahner	Tides Enterprises dba Big Frog Custom T-Shirts of Belmar	801 Main Street Unit #1H	Belmar	NJ	07719	732-739-7700
NEW YORK						
Debbie Galvez	Mother of the Sea, Corp. dba Big Frog Custom T-Shirts of Selden	251 Middle Country Rd #251	Selden	NY	11784	631-616-5115
NORTH CAROLINA						
Bob Lutz	Rana Magna, LLC dba Big Frog Custom T-Shirts of South Charlotte	3429 Toringdon Way Ste. B-112	Charlotte	NC	28277	704-919-0038
David Riddell	Ridd Kids71 Inc. dba Big Frog Custom T-Shirts of Durham	1125 W. NC Hwy. 54 Ste. 316	Durham	NC	27707	919-403-3164
David Riddell	Ridd Kids71 Inc. dba Big Frog Custom T-Shirts of Asheville	71 Ivy Knoll Lane	Hendersonville	NC	28791	828-209-8100
OHIO						
Raul Tellez	Equinine Enterprizes, Inc. dba Big Frog Custom T-Shirts of Cincinnati	7426 Beechmont Ave., Suite 214	Cincinnati	OH	45255	513-233-3764
Cathy Kingsley	Kingsley Custom Design, Inc. dba Big Frog Custom T-Shirts of Avon	35878 Detroit Rd.	Avon	OH	44011	440-723-3393
Orysia D'Aurelio	Ozia, LLC dba Big Frog Custom T-Shirts of Solon	6025 Kruse Drive, S-119	Solon	OH	44139	440-715-7007
OREGON						
Ryan Reif	Ryan Reif, LLC dba Big Frog Custom T-Shirts of Beaverton	1479 SW Murray Scholls Dr., Suite 107	Beaverton	OR	97007	503-746-5756
Sanford Booth	Semper Frog, LLC dba Big Frog Custom T-Shirts of Portland	2168 West Burnside Street	Portland	OR	97210	503-701-9648
PENNSYLVANIA						

Debbie & Stephen Miller	Miller Apparel, LLC dba Big Frog Custom T-Shirts of Greensburg	2004 Lincoln Pl.	Greensburg	PA	15601	724-853-3764
Mike Rothermund	Mike's Custom T's dba Big Frog Custom T-Shirts of Cranberry	20018 US-19, Suite 50	Cranberry Township	PA	16066	724-814-8228
TENNESSEE						
Janet Carmichael	Little Big G, LLC dba Big Frog Custom T-Shirts of Nashville	9135 Carothers Blvd.	Franklin	TN	37067	615-807-0555
Janet Carmichael	Little Big G, LLC dba Big Frog Custom T-Shirts of Green Hills	2016 Glen Echo Road	Nashville	TN	37215	615-915-2373
Kathy Gannon	Gannon Venture, Inc. dba Big Frog Custom T-Shirts of Murfreesboro	509 N. Thompson Lane	Murfreesboro	TN	37129	615-624-6670
TEXAS						
Susan Hitt	Magna Rana, LLC dba Big Frog Custom T-Shirts of South Austin	5400 Brodie Lane, Suite 235	Austin	TX	78745	512-899-3764
Reed Levenson	Levenson Enterprises, LLC dba Big Frog Custom T-Shirts of Northwest Houston	7073 Hwy. 6 N.	Houston	TX	77095	281-859-3764
Nancy Provolt	Pro T's, LLC dba Big Frog Custom T-Shirts of Northwest Austin	131 Long Wood Ave.	Lake Way	TX	78734	972-672-6770
Joe Mock	MACK INK, LTD. dba Big Frog Custom T-Shirts of Plano	6505 West Park Blvd., Suite 312	Plano	TX	75093	281-859-3764
Dwight Miles	D H Miles Enterprises, LLC dba Big Frog Custom T-Shirts of Round Rock	2051 Gattis School Rd.	Round Rock	TX	78664	512-341-0701
Michelle Fischer	MLF Custom T-Shirts dba Big Frog Custom T-Shirts of Flower Mound	3120 Justin Rd.	Flower Mound	TX	75077	972-966-3764
Michael Neal	Neal Creative Design dba Big Frog Custom T-Shirts of Colleyville	2720 State Highway 121, Suite 300	Euless	TX	76039	972-966-3764
Jackie Pierce	JSP Imagery LLC, dba Big Frog Custom T-Shirts of West 7th Ft. Worth	501 Carroll St., #630	Fort Worth	TX	76107	817-332-0005
Sara McCoy	Primus Apparel LLC, dba Big Frog Custom T-Shirts of Park Cities	8611 Hillcrest Ave., #185	Dallas	TX	75225	469-904-4100
Mark Maniscalco	Tea Pedaler, Inc. dba Big Frog Custom T-Shirts of New Braunfels	1551 N Walnut Ave., #33	New Braunfels	TX	78130	830-632-2600
Tom & Wendi Meyers	WT Ventures, Inc dba Big Frog Custom T-Shirts of Katy	4934 Westchester Drive	Fulshear	TX	77441	615-972-7330
Charles Luu	Fleek 888 LLC dba Big Frog Custom T-Shirts of Bellaire	4150 Laura Koppe Rd	Houston	TX	77093	713-528-6465

Angie & George Rodriguez	West Texas Pond, Inc. dba Big Frog Custom T-Shirts of East El Paso	12210 Montwood Drive, Suite 104	El Paso	TX	79928	915-308-9500
Mark Evans	Okiedeutsch, Inc, dba Big Frog Custom T-Shirts of Central Dallas	332 W. Davis Street	Dallas	TX	75208	469-904-1122
Danielle & Tyrick Archangel	Lun Lun Angel Enterprise, LLC dba Big Frog Custom T-Shirts of Humble	9761 FM 1960 Bypass Road	Humble	TX	77338	281-747-3100
Natasha & Evlon Charles	Loven BF, dba Big Frog Custom T-Shirts of Pearland	9415 Broadway St., Suite 119	Pearland	TX	77584	281-607-9339
Shazy & Mona Sarwar	FAMSS5, LLC dba Big Frog Custom T-Shirts of Tomball	14320 FM 2920	Tomball	TX	77375	832-953-5200
Keith Skarke & Lisa Perez	6 Frogs of Texas, LLC dba Big Frog Custom T-Shirts of Lake Jackson	201B Hwy. 332 W., Suite 111	Lake Jackson	TX	77566	979-417-2200

81 Stores Open

2. **Current Franchise Agreements Executed But Not Yet Operational.** The following are the names, addresses and telephone numbers where available of all Franchisees as of December 31, 2017 who are not yet open but have signed a Franchise Agreement.

Name	Entity Name	Address	City	State	Zip Code	Phone Number
CALIFORNIA						
Jeff & Cathy McNeilly	McNeilly 5 Enterprises, dba Big Frog Custom T-Shirts of San Marcos	151 S. Las Posas Road, Suite 173	San Marcos	CA	92078	760-410-6060
COLORADO						
Tim & Jennilyn Biery	Biery Tadpole, LLC dba Big Frog Custom T-Shirts of Castle Rock	4714 Milestone Lane	Castle Rock	CO	80104	720-996-2121
FLORIDA						
Mark & Subrena Khadoo	Rosnyk, Inc. dba Big Frog Custom T-Shirts of Palm Coast	250 Palm Coast Pkwy, Suite 212	Palm Coast	FL	32164	386-864-8100
James & Lori Smith	Smith Investment Enterprises, LLC dba Big Frog Custom T-Shirts of Winter Garden	1720 E. Silver Star Road	Ocoee	FL	34761	407-630-7755
MICHIGAN						
Linda & Craig Suter	Brownstone & Shire, Inc. dba Big Frog Custom T-Shirts of Brighton	9690 Village Place Blvd	Brighton	MI	48116	248-782-5501
OHIO						

Greg Hund	Greginohio, Inc. dba Big Frog Custom T-Shirts of Westerville	657 Worthington Road	Westerville	OH	43082	646-321-4133
TEXAS						
King & Deborah Banerjee	Kindeb, Inc. dba Big Frog Custom T-Shirts of Sugar Land	4135 Midstream Drive	Missouri City	TX	77459	832-532-5577
Daniel Mendez & Marel Sanchez	Geoinvest, dba Big Frog Custom T-Shirts of The Woodlands	6531 FM 1488, Suite 307	Magnolia	TX	77354	281-296-3742
Debbie & Tim McMahon	MCM Team Enterprises, LLC dba Big Frog Custom T-Shirts of San Antonio NW	11309 Bandera Road, Suite 104	San Antonio	TX	78250	210-876-0022
Christopher and Joe Mock	MACK Ink, Ltd. Co. dba Big Frog Custom T-Shirts of Frisco	4280 Main Street, Suite 450	Frisco	TX	75034	469-310-3764
Alice & Russell Janzen	Janzen, Inc. dba Bg Frog Custom T-Shirts of North Fort Worth	9543 Sage Meadow Trail	Fort Worth	TX	76177	817-741-2525

3. **Former Franchisees*.** No Franchisees were terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	E-mail
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

3. **Transferred Franchises.** The following are the names, last known home addresses and home telephone numbers of all Franchisees that have sold their Franchise to another during the most recently completed fiscal year and until the Issuance Date of this Franchise Disclosure Document:

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	E-mail
Joklik	Vivien	VBF Enterprises, LLC	2008 Mill Gate Lane	Cary	NC	27519	919-678-9320	vjoklik@gmail.com
Wooten	Mike	MCBT, Inc.	9022 NW Skyview Ave.	Kansas City	MO	64154	816-734-0308	Wooten1107@att.net
Carmichael	Janet	Little Big G, LLC	9135 Carothers Pkwy, Suite 103	Franklin	TN	37067	615-807-0555	JanetC@bigfrog.com
Bell	Todd	King-Bell Enterprises	8603 Via Mallorica #A	La Jolla	CA	92037	415-846-7267	bellkingenterprises@gmail.com
Rothermund	Mike	Mike's Custom T's, Inc.	20018 Route 19, Suite 500	Cranberry Township	PA	16066	724-814-8228	MikeR@bigfrog.com
Gifford	Penny	Frog Dynasty Reno, LLC	2533 Rampart Terrace	Reno	NV	89519	775-384-2701	pennyg.ltd@gmail.com
Campbell	Sandi	Bright Sky Enterprizes, LLC	1070 Market Place Blvd.	Cumming	GA	30041	770-889-3764	SandiC@bigfrog.com

*If you buy this franchise, your contact information may be disclosed to other buyers if you leave the franchise system.

EXHIBIT D

CONFIDENTIAL OPERATIONS MANUAL
TABLE OF CONTENTS

Table of Contents

As of the date of this document there are more than 695 pages in the Big Frog Confidential Operations Manuals.

Marketing Manual - Approximately 280 pages

Section A: Introduction – 22 pages
Section B: Marketing Planning – 14 pages
Section C: Car Wrap – 3 pages
Section D: Big Frog Experience – 8 pages
Section E: Networking & Community Involvement – 21 pages
Section F: T-Shirt Giveaway – 3 pages
Section G: Digital Marketing - 56 pages
Section H: & More Marketing – 15 pages
Section I: Scratch Pad Marketing - 32 pages
Glossary: 12 pages
Appendix A: Sample Marketing Plans – 22 pages
Appendix B: Social Media Guidelines - 6 pages
Appendix C: Google Analytics - 6 pages
Appendix D: Print Advertisements - 19 pages
Appendix E: Enclosed DVD Directory - 1 page
Index: 1 page

EXHIBIT E

LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

CALIFORNIA
Department of Business Oversight
320 West 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
1-866-275-2677

HAWAII
Commissioner of Securities of the State of Hawaii
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722
Agents for Service of Process:
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS
Illinois Attorney General
Chief, Franchise Division
500 South Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA
Secretary of State
Securities Division
Room E-018
302 West Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-6360
Agents for Service of Process
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

MICHIGAN
Michigan Department of Attorney General
Consumer Protection Division
525 W Ottawa Street
Lansing, MI 48913
(517) 373-7117

MINNESOTA
Department of Commerce
Commissioner of Commerce
85 Seventh Place East, #500
St. Paul, MN 55101-3165
(651) 539-1600

NEW YORK
New York Attorney General
Investor Protection & Securities Bureau
Franchise Section
120 Broadway, 23rd Floor
New York, NY 10271
(212) 416-8236
Agent for Service of Process:
Secretary of State
99 Washington Avenue
Albany, NY 12231

NORTH DAKOTA
North Dakota Securities Department
State Capitol, Fifth Floor, Dept 414
600 East Boulevard Avenue
Bismarck, North Dakota 58505-0510
(701) 328-4712

RHODE ISLAND
Department of Franchise Regulation
1511 Pontiac Avenue
John O. Pastore Complex
Bldg 69-1
Cranston, Rhode Island 02920
(401) 462-9527

SOUTH DAKOTA
Department of Labor and Regulation
Division of Securities
445 East Capitol Ave.
Pierre, South Dakota 57501
(605) 773-4823

VIRGINIA
State Corporation Commission, Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
Agent for Service of Process:
Clerk of the State Corporation Commission
1300 East Main Street
1st Floor
Richmond, Virginia 23219

WASHINGTON
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN
Department of Financial Institutions
Division of Securities
201 West Washington Avenue
Madison, WI 53703
(608) 266-3364

EXHIBIT F

CONTRACTS FOR USE WITH THE BIG FROG FRANCHISE

The following contracts contained in Exhibit F are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the Store. The following are the forms of contracts that Franchisor uses as of the Issuance Date the Franchise Disclosure Document. If they are marked “Sample” they are subject to change at any time.

EXHIBIT F-1

SAMPLE GENERAL RELEASE AGREEMENT

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims ("Release") is made as of __________ ___, 20___ by _________________________, a(n) ___________________ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of Big Frog Custom T-Shirts, Inc., a Florida corporation ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement ("Agreement") pursuant to which Franchisee was granted the right to own and operate a Big Frog business (as defined in the Agreement);

WHEREAS, Franchisee has notified Franchisor of its desire to **transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee, (enter into a successor franchise agreement)** and Franchisor has consented to such transfer **(agreed to enter into a successor franchise agreement)**; and

WHEREAS, as a condition to Franchisor's consent to the transfer **(Franchisee's ability to enter into a successor franchise agreement)**, Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent to the transfer **(Franchisor entering into a successor franchise agreement)**, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, renewals and assigns and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries or related companies, divisions and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, renewals and assigns, and attorneys, and the spouses of such individuals (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto.

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business or their reputation.

4. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of Florida.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorney fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, renewals, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

h. The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

(Signature Page Follows)

IN WITNESS WHEREOF Releasor has executed this Release as of the date first written above.

FRANCHISEE

_______________________________________, a
____

By:_____________________________________
Name: __________________________________
Its: ____________________________________

FRANCHISEE'S OWNERS

Date ________________________________   ____
Signature

____
Typed or Printed Name

EXHIBIT F-2

NONDISCLOSURE, NONSOLICITATION AND NONCOMPETITION AGREEMENT

This Agreement ("Agreement") is entered into by the undersigned ("you") in favor of Big Frog Custom T-Shirts, Inc., a Florida corporation, and its renewals and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

"Competitive Business" means any business that derives at least 50% of its gross sales from retail apparel printing. A Competitive Business does not include a Big Frog business operating pursuant to a franchise agreement with us.

"Copyrights" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a Big Frog business, whether now in existence or created in the future.

"Franchisee" means the Big Frog franchisee for whom you are an officer, director, employee or independent contractor.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how and System.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Big Frog business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies and information comprising the System and the Manual.

"Manual" means our confidential operations manual for the operation of a Big Frog business.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Big Frog business, including "Big Frog," and any other trademarks, service marks or trade names that we designate for use by a Big Frog business. The term "Marks" also includes any distinctive trade dress used to identify a Big Frog business, whether now in existence or hereafter created.

"Prohibited Activities" means any or all of the following: (i) owning, operating or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing (a) any of our employees or managers (or those of our affiliates or franchisees) to leave their position or (b) any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

"Restricted Period" means the two (2) year period after you cease to be a manager of Franchisee's Big Frog business; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the "Restricted Period" means the one (1) year period after you cease to be a manager or officer of Franchisee's Big Frog business.

"Restricted Territory" means the geographic area within: (i) a 10 mile radius from Franchisee's Big Frog business (and including the premises of the store); and (ii) a 10 mile radius from all other Big Frog business that are operating or under construction as of the beginning of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too

broad to be enforceable, then the "Restricted Territory" means the geographic area within a 10 mile radius from Franchisee's Big Frog business (and including the premises of the store).

"System" means our system for the establishment, development, operation and management of a Big Frog business, including Know-how, proprietary programs and products, confidential operations manuals and operating system.

2. Background. You are an officer, director, or manager of Franchisee. As a result of this relationship, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than the Big Frog business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer a manager of Franchisee's Big Frog business. You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

4. Unfair Competition During Relationship. You agree not to unfairly compete with us at any time while you are a manager of Franchisee's Big Frog business by engaging in any Prohibited Activities.

5. Unfair Competition After Relationship. You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply regarding a Competitive Business that is located within or provides competitive goods or services to customers who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity.

6. Immediate Family Members. You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

7. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

8. Breach. You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Big Frog franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

9. Miscellaneous.

(a) If we hire an attorney or file suit against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

(b) This Agreement will be governed by, construed and enforced under the laws of Florida and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

(c) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

(d) You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

EXECUTED on the date stated below.

Date___________________________ ____
Signature

____
Typed or Printed Name

EXHIBIT F-3

SAMPLE CONFIDENTIALITY AGREEMENT

This Agreement ("Agreement") is entered into by the undersigned ("you") in favor of Big Frog Custom T-Shirts, Inc., a Florida corporation, and its renewals and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

"Big Frog Business" means a business that provides retail apparel printing and other related services and products using our Intellectual Property.

"Copyrights" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a Big Frog Business, whether now in existence or created in the future.

"Franchisee" means the Big Frog franchisee for whom you are an officer, director, employee or independent contractor.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how and System.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Big Frog Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies and information comprising the System and the Manual.

"Manual" means our confidential operations manual for the operation of a Big Frog Business.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Big Frog Business, including "Big Frog" and any other trademarks, service marks or trade names that we designate for use by a Big Frog Business. The term "Marks" also includes any distinctive trade dress used to identify a Big Frog Business, whether now in existence or hereafter created.

"System" means our system for the establishment, development, operation and management of a Big Frog Business, including Know-How, proprietary programs and products, confidential operations manuals and operating system.

2. Background. You are an employee or independent contractor of Franchisee. As a result of this association, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. Know-How and Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than the Big Frog Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer an officer, director, employee or independent contractor of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

4. **Immediate Family Members**. You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

5. **Covenants Reasonable**. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

6. **Breach**. You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Big Frog franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. **Miscellaneous**.

(a) If we hire an attorney or file suit against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

(b) This Agreement will be governed by, construed and enforced under the laws of Florida and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

(c) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date___________________________

____
Signature

____
Typed or Printed Name

EXHIBIT F-4

BIG FROG FRANCHISE

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment ("**Agreement**") is entered into this _____ day of ___________________________, 20_____, between Big Frog Custom T-Shirts, Inc. ("**Franchisor**"), _____________ ("**Former Franchisee**") and _____________________ ("**New Franchisee**").

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated ___________________________, 20______ ("**Franchise Agreement**"), in which Franchisor granted Former Franchisee the right to operate a Big Frog franchise located at ____________________________ ("**Franchised Business**"); and

WHEREAS, Former Franchisee desires to assign ("**Requested Assignment**") the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto hereby covenant, promise and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("**Franchisor's Assignment Fee**").

2. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Franchise Agreement and waives any obligation for Former Franchisee to enter into a subordination agreement pursuant to the Franchise Agreement.

3. Termination of Rights to the Franchised Business. The parties acknowledge and agree that all of Former Franchisee' rights to operate the Franchised Business and rights under the Franchise Agreement are hereby relinquished and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business. Former Franchisee and its owners agree to comply with all of the covenants in the Franchise Agreement that expressly or by implication survive the termination, expiration or transfer of the Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement, which is attached to this Agreement as Attachment A.

4. New Franchise Agreement. New Franchisee shall execute Franchisor's current form of Franchise Agreement and attachments for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), which is attached to this Agreement as Attachment B, and any

other required contracts for the operation of a Big Frog franchise as stated in Franchisor's Franchise Disclosure Document.

5. Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three (3) year period following the execution of this Agreement.

6. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("**Transaction**") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of a new franchise agreement for the Franchised Business. New Franchisee agrees that any claims, disputes or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Franchisee and shall not involve Franchisor.

7. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed or disposed of any interest in the Franchise Agreement or Franchised Business. Buyer hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the new Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

8. Notices. Any notices given under this Agreement shall be in writing and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

9. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Franchise Agreement.

10. Affiliates. When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933.

11. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

BIG FROG CUSTOM T-SHIRTS, INC.

By: ____

Title: ____

FORMER FRANCHISEE:

____

By: ____

Title: ____

NEW FRANCHISEE:

____

By: ____

Title: ____

EXHIBIT F-5

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Name	Business No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee E-mail Address
Bank Name	
Bank Mailing Address (street, city, state, zip)	

Bank Account No.	☐ Checking ☐ Savings (check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No.

Authorization:
Franchisee hereby authorizes Big Frog Custom T-Shirts, Inc. ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature:________________________________ Date:_____________________________

Name:___________________________________ Title:______________________________

Federal Tax ID Number:NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT

EXHIBIT F-6

SBA ADDENDUM RELATING TO BIG FROG CUSTOM T-SHIRTS FRANCHISE AGREEMENT

THIS ADDENDUM (Addendum) is made and entered into on ____________, 20____,by BIG FROG Custom T-shirts, Inc., located at 533 Main St., Dunedin, FL 34698 (Franchisor), and _________________________, located at _________________________ (Franchisee).

Recitals. Franchisor and Franchisee entered into a Franchise (or License) Agreement on _____________, 20__, (Franchise Agreement). The Franchisee agreed among other things to operate and maintain a franchise located at ___________________ designated by Franchisor as Unit #__________ (Unit). Franchisee has obtained from a lender a loan (Loan) in which funding is provided with the assistance of the United States Small Business Administration (SBA). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge the parties agree as follows:

1. Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.

2. The following is added to the end of Section 15.8 of the Franchise Agreement:

However, the Franchisor may not exercise a right of first refusal:

(a) If a proposed Transfer is between or among individuals (including members of their immediate families and their respective spouses) who, at the time of the proposed Transfer, have an ownership interest in the Franchisee or the Franchise, and who have guaranteed the Franchisee's obligations under a then outstanding indebtedness which is guaranteed by the SBA (Owner/Guarantors); or

(b) If a proposed Transfer involves a Person other than an Owner/Guarantor and the proposed Transfer involves a noncontrolling ownership interest in the Franchisee or the Franchise, unless such noncontrolling interest: (1) represents less than a 20% ownership interest in the Franchisee or in the Franchise, or (2) the Franchisor (in combination with all of Franchisor's franchisees) qualifies as a small business and the exercise of the right does not affect the eligibility of the borrower to qualify for the SBA loan guarantee program.

The Franchisor's right to approve or to disapprove a proposed Transfer or transferee, or to exercise its right of first refusal with respect to a Transfer of a controlling interest in Franchisee or the Franchise, shall not be affected by any of the foregoing provisions. If the Franchisor does not qualify as a small business under SBA regulations, the parties acknowledge and understand that the Franchisor's exercise of its right of first refusal may result in an SBA guaranteed loan becoming immediately due and payable.

3. If the Franchisor must operate the business under Section 16.3 of the Franchise Agreement, Franchisor will operate the business for a 90 day period of time, and the Franchisor will periodically discuss the status with the franchisee during such period. Franchisor shall have the ability to renew such 90 day period as necessary for up to one year and that franchisor will periodically discuss the status with the franchisee.

4. Notwithstanding anything to the contrary in Section 17.5 of the Franchise Agreement, neither the Franchisor nor its affiliates will have the option to purchase any real estate owned by the Franchisee. The Franchisor, however, may lease the real estate for the remainder of the Franchisee's term (excluding additional renewals) for fair market value.

5. This Addendum automatically terminates on the earliest to occur of the following: (i) a Termination occurs under the Franchise Agreement; (ii) the Loan is paid; or (iii) SBA no longer has any interest in the Loan.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum as of the day and year first above written.

FRANCHISOR:	**FRANCHISEE:**
BIG FROG CUSTOM T-SHIRTS, INC.	
By: ________________________________	By:________________________________
Print Name:___________________________	Print Name: _________________________
Title: _______________________________	Title: ______________________________

EXHIBIT G

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know Big Frog Custom T-Shirts, Inc. ("we" or "us"), and you are preparing to enter into a Franchise Agreement for the operation of a Big Frog Business (as defined in this Franchise Disclosure Document). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your Initial Franchise Fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer in the table provided below.

l. Yes__ No__ Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?

2. Yes__ No__ Have you received and personally reviewed the Franchise Disclosure Document we provided?

3. Yes__ No__ Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

4. Yes__ No__ Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?

5. Yes__ No__ Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor or have you had the opportunity for such review and chosen not to engage such professionals?

6. Yes__ No__ Have you discussed the benefits and risks of developing and operating a Big Frog Business with an existing Big Frog franchisee?

7. Yes__ No__ Do you understand the risks of developing and operating a Big Frog Business?

8. Yes__ No__ Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors?

9. Yes__ No__ Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be arbitrated in Florida, if not resolved informally or by mediation?

10. Yes__ No__ Do you understand that you must satisfactorily complete the initial training course before we will allow your Store to open or consent to a transfer?

11. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Big Frog

Business, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

12. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

13. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Big Frog Business will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

14. Yes__ No__ Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the Big Frog Business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?

15. Yes__ No__ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

______________________________	______________________________
Signature of Franchise Applicant	Signature of Franchise Applicant
______________________________	______________________________
Name (please print)	Name (please print)
Date: __________________________	Date: __________________________

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

Questionnaire Number	Explanation of Negative Response

EXHIBIT H

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR BIG FROG CUSTOM T-SHIRTS, INC.

The following modifications are made to the Big Frog Custom T-Shirts, Inc. ("**Franchisor**," "**us**," "**we**," or "**our**") Franchise Disclosure Document ("**FDD**") given to Franchisee ("**Franchisee**," "**you**," or "**your**") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated ________________________, 20___ ("**Franchise Agreement**").

CALIFORNIA

With regard to interest on late payments, as disclosed in Item 6 of the Franchise Disclosure Document and required by provision 6.5 of the Franchise Agreement, the highest interest rate currently allowed by California law is 10%.

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the FDD.

California Corporations Code Section 31125 requires us to give to you a FDD approved by the Department of Corporations before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement requires binding arbitration. The arbitration will occur in the State of Florida, the Franchisor's Choice of Law, with the costs being borne by the prevailing party.

The Franchise Agreement and Supplemental Agreements require the application of Florida law. This provision may not be enforceable under California law.

Neither Franchisor nor any other person listed in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SEC. 101 et seq.).

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, provisions requiring binding arbitration. The arbitration will occur in Florida. Prospective Franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement or Supplemental Agreements restricting venue to a form outside the State Of California.

You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, 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 your franchise business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

Our website has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the content of this website may be directed to the California Department of Business Oversight at www.dbo.ca.gov.

The parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

HAWAII

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU OR SUBFRANCHISOR AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

The following list reflects the status of the franchise registrations of the Franchisor in the states which require registration:

1. This proposed registration is effective in the following states:

2. This proposed registration is or will shortly be on file in the following states:

3. States which have refused, by order or otherwise, to register these franchises are:

   None

4. States which have revoked or suspended the right to offer the franchises are:

   None

5. States in which the proposed registration of these franchises has been withdrawn are: None

ILLINOIS

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act."

Item 17.w, Choice of Law, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act".

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

Fee Deferral

Payment of the Initial Franchise Fee is deferred until all of our initial obligations under the Franchise Agreement or Supplemental Agreements have been fulfilled by us and you have commenced doing business pursuant to the Franchise Agreement. This requirement has been imposed by the Illinois Attorney General's Office based on our financial condition.

INDIANA

Item 13 of the FDD is amended to add the following:

> Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

> Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.
>
> Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The "Summary" column in Item 17.r. of the FDD is deleted and the following is inserted in its place:

> No competing business for two (2) years within the Area of Primary Responsibility.

The "Summary" column in Item 17.t. of the FDD is deleted and the following is inserted in its place:

> Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The "Summary" column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

> Litigation regarding Franchise Agreement in Indiana; other litigation in the Franchisor's Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

The "Summary" column in Item 17.w. of the FDD is deleted and the following is inserted in its place:

> Indiana law applies to disputes covered by Indiana franchise laws; otherwise Franchisor's Choice of Law State law applies.

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

1. The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor's Choice of Law State law, if such provisions are in conflict with Indiana law.

2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.

3. Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).

5. The following provision will be added to the Franchise Agreement:

   No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

MARYLAND

Item 17 of the FDD and sections of the Franchise Agreement requiring that you sign a general release, estoppel or waiver as a condition of renewal and or assignment, will not apply to liability under the Maryland Franchise Registration and Disclosure Law.

Representations in the Franchise Agreement and Supplemental Agreements are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the FDD and sections of the Franchise Agreement and Exhibits F-1 through F-6 of the FDD, are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Item 17 in the FDD and the franchise agreement are amended to state "Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise. Item 17 of the FDD is hereby amended to the extent required under the Maryland Franchise Registration and Disclosure Law.

The Franchise Disclosure Questionnaire is amended to state "All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A Sec. 101 *et seq*.).

MICHIGAN

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on your right to join an association of franchisees.

(b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits us to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the Franchise business are not subject to compensation. This subsection applies only if: (i) the term of the Franchise is less than five (5) years; and (ii) you are prohibited by the Franchise Agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the Franchise or you do not receive at least six (6) months' advance notice of our intent not to renew the Franchise.

(e) A provision that permits us to refuse to renew a Franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us from exercising a right of first refusal to purchase the Franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet our then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of us or our subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) Your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

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

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

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
525 W. Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

MINNESOTA

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

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.

2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.

4. With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.

5. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise

Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.

7. The following language will appear as a new paragraph of the Franchise Agreement:

    No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.

8. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three (3) years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

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 A 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, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. 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.

NORTH DAKOTA

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the FDD and Section 7 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statue, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

OHIO

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials ________________________Date_____________________

NOTICE OF CANCELLATION

________________ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five (5) business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within 10 business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within

20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Big Frog Custom T-Shirts, Inc., 533 Main Street, Dunedin, FL 34698, or send a fax to Big Frog Custom T-Shirts, Inc., at 727-286-8987, not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

Franchisee:

By: ___________________________________

Print Name: _____________________________

Its: ___________________________________

Date: __________________________________

RHODE ISLAND

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

SOUTH DAKOTA

Intentionally left blank.

VIRGINIA

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

Item 17(h). The following is added to Item 17(h):

> "Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable."

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Big Frog Custom T-Shirts, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 17.h. Under Section 13.1-564 of the Virginia Retail Franchising Act: It is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON

The state of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement and Supplemental Agreements in your relationship with the franchisor including the areas of termination and renewal of your Franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your Franchise. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

Section 6.1. of the Franchise Agreement relating the payment of the Initial Franchise Fee is hereby amended to state that Franchisor will defer collection of the Initial Franchise Fee until Franchisor has fulfilled its initial pre-opening obligations and Franchisee is open for business.

Franchisees who receive financial incentives to refer franchise prospects to Franchisors may be required to register as franchise brokers under the laws of Washington State.

In any arbitration involving a Franchise purchased in Washington, the arbitration site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states ("Addenda") is checked as an "Applicable Addenda" below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Disclosure Document.

☐ California
☐ Hawaii
☐ Illinois
☐ Indiana
☐ Maryland
☐ Michigan
☐ Minnesota
☐ Wisconsin
☐ New York
☐ North Dakota
☐ Ohio
☐ Rhode Island
☐ South Dakota
☐ Virginia
☐ Washington

Dated: _________________________________, 20____

FRANCHISOR:

BIG FROG CUSTOM T-SHIRTS, INC.

____

By: ____

Title: ____

FRANCHISEE'S OWNERS:

____

____

By: ____

Title: ____

EXHIBIT I

RECEIPT

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 agreements carefully.

If Big Frog Custom T-Shirts, Inc. offers you a franchise, it must provide this Franchise Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Under Iowa or Rhode Island law, if applicable, Big Frog Custom T-Shirts, Inc. must provide this Franchise Disclosure Document to you at your first personal meeting to discuss the franchise. Michigan requires Franchisor to give you this Franchise 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. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Big Frog Custom T-Shirts, Inc. does not deliver this Franchise Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit E.

The name, principal business address and telephone number of each franchise seller offering the franchise is:
☐ Ronald Bender, 533 Main St., Dunedin FL 34698, 727-286-8985 ☐ Ken Karcher, 533 Main St., Dunedin FL 34698, 727-286-8985

Issuance Date: April 1, 2018, as amended October 26, 2018

Store authorizes the respective state agencies identified on Exhibit E to receive service of process for it in the particular state.

I received a Franchise Disclosure Document issued ______________ that included the following exhibits:

EXHIBITS

Exhibit A	Franchise Agreement
Exhibit B	Financial Statements
Exhibit C	List of Current and Former Franchisees
Exhibit D	Confidential Operations Manual Table of Contents
Exhibit E	List of State Administrators/Agents for Service of Process
Exhibit F	Contracts for use with the Big Frog Franchise
Exhibit G	Franchise Disclosure Questionnaire
Exhibit H	State Addenda and Agreement Riders
Exhibit I	Receipt

_______________________________ Date

_______________________________ Prospective Franchisee

_______________________________ Print Name

(KEEP THIS COPY FOR YOUR RECORDS)

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Exhibit I	Receipt

_______________________________ Date

_______________________________ Prospective Franchisee

_______________________________ Print Name

You may return the signed receipt either by signing, dating, and mailing it to Big Frog Custom T-Shirts, Inc., 533 Main St., Dunedin FL 34698, or by e-mailing it to us at Franchise@bigfrog.com.